

# WEST BENGAL MEDICAL SERVICES CORPORATION LTD.

(Wholly Owned by the Government of West Bengal)

Regd. Off.: Institute Building, 1<sup>st</sup> Floor, Swasthya Bhawan Complex,  
GN-29/5, Sector-V, Salt Lake, Kolkata – 700 091



033-2357-6505,



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**Notice Inviting Tender No: WBMSCL/ NIT-21/2013-14**

**Date: 27.02.2014**

Managing Director, WBMSCL invites sealed bids through electronic tendering (e- Tendering) from eligible and qualified bidders for procurement of **Supply, Delivery, Installation, Testing & Commissioning of 2 Nos. of about 15 mtr<sup>3</sup> Walk in Cooler for the use of Central Medical Store of Bagbazar, at Rabindra Sarani ( Near Kumartuli), Kolkata 700 003** from the reputed Manufacturers or Authorized Distributors/Authorized dealers of the reputed manufacturer in India/West Bengal who has Average Annual Turnover (turnover from business activities only) during the last three (3) financial years for which audited accounts are available shall not be less than Rs.1.00 crore (Rupees One crore)

## 2. **General Guidance for e-Tendering**

2.1 Instructions/ Guidelines for tenderers / bidders for electronic submission of the tenders have been shown in the Web site <https://wbtenders.gov.in> Tenderers may also contact e-procurement Help Desk at Jalsampad Bhavan, 7<sup>th</sup> Floor, DVC Cell, Salt Lake, Phone No: 2334-6098

## 2.2 **Registration of bidders**

Any bidders willing to take part in the process of e-Tendering will have to be enrolled and registered with the Government e-Procurement System.

## 2.3 **Digital Signature Certificate (DSC)**

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

## 2.4 **Collection of Tender Documents**

The intending bidders may search and download the NIT and tender documents electronically by logging on to the website mentioned in Clause 2.1 using the Digital Signature Certificate. This is the only mode of collection of tender documents.

### 3. Submission of Tenders

#### 3.1 General process of submission

Tenders are to be submitted online through the website stated in Clause 2.1 in two folders, at a time for the work, one being the Technical Proposal and the other the Financial Proposal, within the prescribed date and time as mentioned in the list attached. Using the Digital Signature Certificate (DSC), the documents are to be uploaded virus scanned and digitally signed. The documents will automatically get encrypted (transformed into non-readable Formats).

#### 3.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or a declaration in standardized formats of the following in two covers (folders).

##### (a) Technical File (Statutory Cover) Containing,

- i. **NIT.**
- ii. **Tender fee:** Demand Draft/ Banker's Cheque towards tender fee deposit in favour of the Managing Director, West Bengal Medical Services Corporation Ltd, payable at Kolkata from any recognized Bank for the amount of Rs. 5000.00 (Five Thousand) only. This amount shall be non refundable.
- iii. **Earnest Money Deposit** – Demand Draft/ Banker's Cheque towards earnest money deposit as prescribed in the NIT, in favour of the Managing Director, West Bengal Medical Services Corporation Ltd, payable at Kolkata from any recognized Bank for the amount of Rs. 1.00 (One) lakh. No interest will however be payable by the WBMSCL on this amount.
- iii. **Performance Guarantee** – @ 10% of the tendered amount after receipt of Letter of Acceptance in the form of Bank Guarantee (BG) including the earnest money already deposited, for the period of two consecutive years after completion of project, in favor of the Managing Director, West Bengal Medical Services Corporation Ltd, payable at Kolkata, from any recognized Bank. The said Performance Guarantee shall be released after rectification of defects, if any, noticed during the defect liability period of two years and issue of "No Defect Liability Certificate" by the consignee. The legal jurisdiction of BG will be at Kolkata.
- iv. **Other Mandatory Forms**
  - A. **'Average annual turnover from contracting business'** –  
For a period of last three years (year just preceding the current financial year will be considered as Year-1) or during the period since formation of the Firm, if it was set up in less than such 3-year period.

**B. 'Power of Attorney' –**

Power of attorney by the competent authority, if the power for signing the bid is delegated to persons other than the applicant.

Note: Tenders will be summarily rejected if any item in the statutory cover is missing.

**(b) My Document (Non-Statutory Cover) containing,**

**A. Certificates**

1. Professional Tax (PT) Clearance Certificates and IT PAN valid up to the date of opening of the tenders. Application for such clearance addressed to the competent authority may also be considered.
2. Local VAT registration certificate, VAT Return Certificate of the last quarter of the previous financial year.

**B. Company Details**

1. Certificate of Enlistment / equivalent document
2. Power of Attorney (wherever applicable)

**C. Credential**

1. Completion Certificate for similar nature as a prime agency for at least 1.00 crore (One crore) in the last three years

**D. Declaration**

1. Bank Solvency Certificate.

**E. Financial Info**

1. Work in Hand of similar nature of work.
2. Last 3 years P/L and Balance Sheet (with Annexure).

Failure of submission of any one of the abovementioned documents will render the tender liable for rejection.

Note: (i) All Original copies of "My Document (i.e., Non-Statutory Folder) to the bidder's account" are to be shown 24 hrs before opening of technical bid or whenever necessary.

(ii) Offline Submission of Original copies of documents of Deposition of Earnest Money. The original copies of the tender fees & Demand Draft towards Earnest Money Deposit (EMD) is to be submitted 24-hrs before opening of technical bid mentioning NIT no. and name of works to the Managing Director, West Bengal Medical Services Corporation Ltd, Swasthya Bhawan, GN-29, Sector- V, Salt Lake, Kolkata-700091.

### **3.3 Financial Proposal**

The financial proposal should contain the following documents in one cover (folder), i.e. Bill of Quantities (BOQ). The contractor is to quote the rate online through computer in the space marked for quoting rate in the BOQ in a consolidated manner for the entire Walk in Cooler including supply, delivery, installation, testing and commissioning and delivery to the consignee annexed with this NIT. Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor.

### **3.4 Eligibility Criteria**

Financial proposal of any contractor will come under the purview of consideration when they are declared technically qualified after evaluation [i.e. taking into account of the criteria as enumerated in Clause 3.2 (a) & Clause 3.2 (b)] of their credential & other allied submission by the Tender Evaluation Committee (TEC).

#### **3.4.1 Penalty for suppression / distortion of facts**

If any tenderer fails to produce the original hard copies of the documents or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the offer of the tenderer will summarily be rejected. The tenderer will also be liable to be suspended from participating in the tenders of West Bengal Medical Services Corporation Ltd for a period of 2 (two) years. In addition, his user ID will be recommended for deactivation and the Earnest Money Deposit will stand forfeited. The West Bengal Medical Services Corporation Ltd may also take appropriate legal action against such defaulting tenderer.

### **3.5 Taxes & duties to be borne by the Contractor**

Income Tax, VAT, Sales Tax, Royalty Workers' Welfare Cess and all other statutory levy/ cess / duties will have to be borne by the contractor and the rate should be quoted accordingly after consideration of above.

### **3.6 Site inspection before submission of tender**

Before submitting any tender, the intending tenderers should acquaint themselves thoroughly with the local conditions prevailing at the sites by actual inspection and taking into consideration all factors and difficulties likely to be involved in the course of execution of the work and no claim whatsoever will be entertained on these account afterwards.

### **3.7 Conditional and incomplete tender**

Conditional and incomplete tenders are liable to be rejected.

## **4. Opening and evaluation of tender**

### **4.1 Opening of Technical Proposal**

- i. Technical proposals will be opened by the authorized representatives of Managing Director, West Bengal Medical Services Corporation Ltd electronically from the website stated in Clause 2.1 using their Digital Signature Certificate.
- ii. Intending tenderers may remain present during such opening if they so desire.
- iii. Cover (Folder) for Statutory Documents (vide Clause 3.2.a) should be opened first, if found in order, Cover (Folder) for Non-statutory Documents (vide Paragraph – 3.2.b) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- iv. Decrypted (transformed into readable formats) documents of the Non statutory Cover will be downloaded, and handed over to the Tender Evaluation Committee (constituted for evaluation of tenders).

### **4.2 Uploading of summary list of technically qualified tenderers (1st round)**

- i. Pursuant to scrutiny and decision of the Tender Evaluation Committee (TEC), the summary list of eligible tenderers will be uploaded in the web portal.
- ii. The Committee may in the course of evaluation, summon the tenderers and seek clarification/ information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated timeframe, their proposals will be liable for rejection.

### **4.3 Opening and evaluation of Financial Proposal**

- i. Financial proposals of the tenderers who have been declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal stated in Clause 2.1 on a date which will be notified later on, after publication of final summary list of the tenderers by the Managing Director, West Bengal Medical Services Corporation Ltd.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii. After evaluation of Financial Proposal by the Tender evaluation committee, and test check to the comparative statement by the Manager (Accounts) of WBMSCL and after having necessary comments from the Managing Director (Tender inviting authority), final summary result may be uploaded containing inter- alia, name of contractors and the rates quoted by them against the work provided Tender Evaluation Committee is satisfied that the rate obtained is fair and reasonable.
- iv. The Tender Accepting Authority may ask any tenderer to submit analysis to justify the rate quoted by any tenderer.

## 5. Acceptance of Tender

Lowest valid rate will normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders without assigning any reasons in the process of such rejection.

## 6. Submission of Performance Bank Guarantee on acceptance of tender

- i. The tenderer whose tender is approved for acceptance, shall within 10(ten) days of the receipt of Letter of Acceptance (LOA), execute 'Formal Agreement' with the Managing Director, West Bengal Medical Services Corporation Ltd. Performance Guarantee (this time offline, i.e. manually as per usual procedure) @ 10% of the tendered amount of work in the form of Bank Guarantee in favour of Managing Director, West Bengal Medical Services Corporation Ltd, Payable at Kolkata, from any recognized Bank will have to be submitted by the tenderer before execution of formal agreement. In the event of failure to deposit the same, the Earnest Money Deposit will be liable to be forfeited and the communication of acceptance of the tender shall automatically stand cancelled.

## 7. Return of Earnest Money of the unsuccessful tenderer(s)

For refund of the Earnest Money of the unsuccessful tenderer (s), he/she/they is/are to apply for the same to the Managing Director, West Bengal Medical Services Corporation Ltd, giving the reference of the work, NIT No., date of tender, amount and mode of Earnest Money deposited – all in a complete form. The Earnest Money of all tenderers other than the lowest tenderer, in general, will be refunded.

## 8. Payment

The payment of 1<sup>st</sup> & final bill after supply, delivery, installation, testing and successful commissioning, will be paid on produce bill by the agency.

## 9. Schedule of Dates

SL. NO.	Activity	Date
1.	Publishing Date of Tender	<b>28.02.2014 at 17.00 hrs</b>
2.	Document Downloading Start Date	<b>28.02.2014 at 17.30 hrs</b>
3.	Document Downloading End Date	<b>20.03.2014 at 13.00 hrs.</b>

4.	Pre Bid Meeting Date	<b>12.03.2014 at 12.00 hrs</b>
5.	Bid Submission Start Date	<b>13.03.2014 at 10.00 hrs.</b>
6.	Bid Submission End Date	<b>20.03.2014 at 13.00 hrs.</b>
7.	Last Date of submission of Original Copies of the Earnest Money Deposit (Offline)	<b>21.03.2014 up to 17.30 hrs</b>
7.	Date of opening Technical Bid	<b>24.03.2014 at 11.30 hrs.</b>
8.	Date of uploading of list of technically qualified bidders (online)	<b>To be notified in due course.</b>
9.	Date of opening of Financial Bid (online)	<b>To be notified in due course.</b>
10.	Date of uploading of list of bidders along with the final rates (online), after negotiation, with all tenderers, if necessary (offline).	<b>To be notified in due course.</b>

## **10. Delivery schedule**

a) **The stipulated period to complete supply, delivery, installation, testing and commissioning shall not be more than 30 days from the date of work order.**

b) The delivery schedule given here under is inclusive of the period required for conducting supply, installation, testing and commissioning, if so required by the Purchaser.

**Central Medical Stores of West Bengal State Aids Prevention & Control Society, Bagbazar, at Rabindra Sarani (Near Kumartuli), Kolkata 700 003.**

## **11. LOCATION OF CRITICAL EVENT**

### **Pre – bid meeting & Bid Opening:**

Office of the West Bengal Medical Services Corporation  
Ltd, Swasthya Bhawan, GN-29, Sector-V, Salt Lake, Kolkata-  
700091.

## **Section II - INSTRUCTION TO BIDDERS (IB)**

### **1. Responsibility of bidders**

A)The Purchaser will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the Purchaser. Verbal agreement or conversation with any employee of the Purchaser either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.

B)It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the bid price and period of supply, delivery, installation, testing and commissioning of Equipment / Materials.

### **2. Clarifications on bidding documents**

A) A prospective bidder requiring any clarification on bidding documents may notify the Purchaser in writing by post or fax or e-mail as per Annexure: 10 of Section V-B, to the address mentioned in NIT, not later than the date and time specified in NIT. The Purchaser will issue clarification(s) as he may think fit not later than ten (7) days prior to the deadline/ extended deadline for submission of bids prescribed by the Purchaser. All such clarifications shall form part of the bidding documents and shall accompany the bidder's Proposal. Written copies of the Purchaser's response (including an explanation of the query but without identifying its source) will be uploaded in the web-site of WBMSCL.



Any queries sent by the bidders after the date and time notified in NIT or any extended date, if any, shall not be entertained.

### **3. Amendment of bidding documents**

A) At any time, but not later than seven (7) days prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the bidding documents by issue of an addendum/amendment.

B) For the information of bidders, the addendum/ amendments, if any, shall be uploaded on the website. The bidders may visit the website of WBMSCL from time to time in their own interest.

### **4. Documents constituting the bid**

The bid to be submitted by the bidder shall consist of the following documents:

- a. Bid proposal as per Annexure: 1 of Section -VA
- b. Price Schedule as per Annexure: 2 of Section -VA
- c. Forwarding letter for submission of Bid Security and tender fees as per Annexure: 3 of Sec. - VA
- d. A Power of Attorney, in original, as per Annexure: 4 of Section V-A duly attested by a Notary Public, authorizing that the person(s) signing the bid has/have the authority to sign The bid and to make the bid binding upon the bidder
- e. Details and documentary evidence as per Annexure 5 along with 5a & 5b of Section VA to establish that the bidder meets the qualification requirements.
- f. An Affidavit as per Annexure: 6 of Section -VA affirming the eligibility of the bidder
- g. Information of any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution as per Annexure: 7 of Section -VA
- h. Technical Compliance Form duly signed by the bidder, as per Annexure: 8 of Section VA to demonstrate the adequacy of the bidder's proposals to meet the technical specifications.
- i. Technical literature catalogue of the Equipment / Materials offered

### **5. Cost of bidding**

The bidder shall bear all costs associated with the preparation and submission of his bid and WBMSCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **6. Bid Prices**

A) Ex-works price of Materials, including type tests charges to be manufactured within India shall be quoted on EXW (ex-factory, ex-works, ex-warehouse, or off-the-shelf, as applicable) basis and shall be inclusive of all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods. However, Excise duty, Sales Tax (not the surcharge in lieu of Sales Tax), local tax (if applicable) shall not be included in the ex-works price but shall be quoted separately in the Price Schedule. Local transportation including transit insurance and other local costs incidental to delivery of Materials to the Site shall also be included in Price Schedule. The taxes, duties and levies shall be quoted as per the rates in force

on seven (7) days prior to the last date of submission of bids.

B) All the prices shall be quoted in INR (Indian rupees) only. Foreign exchange component or foreign exchange variation will not be entertained for any reason whatsoever.

C) The total bid price at the bottom of Price Schedule shall be indicated both in figures and words.

D) If any rebate/discount is offered, the overall discount in percentage shall be brought out in the Price Schedule. Conditional rebates/discount, if any, offered by any bidder shall not be considered during bid evaluation. The prices quoted by the bidder shall be firm during the entire period of delivery as specified in the Order and not subject to variation on any account whatsoever, except the statutory variations on account of taxes and duties on the direct transactions between the supplier and Purchaser

## **7. Period of validity of bid**

A) **The bid price quoted by the bidder shall remain valid for a period 120 days.** A bid validity for a shorter period than that prescribed shall be rejected by the Purchaser.

B) In exceptional circumstances, WBMSCL may solicit the bidder's consent to an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing by post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of GTC regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

## **8. Bid Security & Tender fees**

A) The bidder shall furnish bid security & Tender fees along with a covering letter, as per Annexure: 3 of Section V-A, for an amount specified in the NIT, in the form of a Demand Draft/ Banker's Pay Order/ Banker's Cheque, at its option, from any scheduled commercial bank drawn in favour of "WEST BENGAL MEDICAL SERVICE CORPORATION LIMITED" payable at Kolkata. The bid security is to be submitted as a part of the techno commercial bid in a separate sealed envelope.

B) Any bid not accompanied with the bid security & Tender fees in adequate value and/or the forwarding letter as per Annexure: 3 of Section A will be rejected by the Purchaser and returned to the bidder with in thirty (30) days of the bid opening date.

C) The bid security shall be forfeited in the following circumstances:

I. If the bidder withdraws its bid as a whole or in part, during the period of bid validity specified by the bidder in its bid.

II. If the bidder does not accept the correction of its bid price pursuant to

**Instruction to bidders (IB-12).**

III. If the successful bidder fails, within the specified time limit to accept the Purchase Order unconditionally or, to furnish the Performance Guarantee, in accordance with General Terms and Conditions wherever such guarantee is required to be furnished.

D) Bid security of the unsuccessful bidders will be returned as promptly as possible after the expiration of the validity of bid security or after the issue and acceptance of Purchase Order by the successful bidder, whichever is earlier.

E) The bid security of the successful bidder will be discharged on furnishing the Performance Guarantee, where required to be furnished, as per General terms and conditions (GTC) and acceptance of Order by the bidder.

F) No interest shall accrue and be paid by the Purchaser on the bid security.

**9. Deadline for Submission of bids**

A) Bids must be received by WBMSCL at the address specified in NIT no later than the time and date mentioned in NIT. In the event of the specified date for submission of bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents (i.e. bid validity and validity of bid security).

B) The Purchaser may, at his discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids / opening of bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of WBMSCL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

C) In the event the deadline for submission of bid is extended by the Purchaser, the bidders who have already submitted their bids within the original deadline of submission shall have the option to submit their revised bid in substitution either in full or in part of earlier bid. In the absence of a revised bid, the original bid shall be considered for opening and subsequent evaluation. Wherever, the bidder has submitted the revised bid in full, in modification of earlier bid, the earlier bid shall be returned unopened to the bidder.

D) Any bid received by the Purchaser after the bid submission deadline as per IB-9 (A) will be rejected.

## **10. Bid Opening**

A)WBMSCL will open bids, in the presence of bidders' authorized representatives (up to 2 persons) who choose to attend at the date & time for opening of bids as mentioned in NIT or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-stage two envelope bidding. The bidders' representatives who are present in the bid opening shall sign the bid opening statement or bid opening register as evidence of their attendance. In the event of the specified date for the opening of bids being declared a holiday for the Purchaser, the bids will be opened at the appointed time on the next working day.

B) Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

C) The bidders' names, bid withdrawal, bid prices, discounts, and the presence or absence of the requisite bid security and such other details as WBMSCL, at its discretion, may consider appropriate will be announced at the bid opening.

D) In the case of Single stage two-envelope bids, on the date of opening of bid, the techno- commercial bid shall only be opened. The date for opening of the Price bid shall be intimated at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.

E) In the event, the Purchaser, in its discretion, decides not to open the bid for want of adequate response to the bidding, the Purchaser may either extend the bid in pursuant to IB 11(C) or cancel the bidding process.

## **11. Clarification on bids**

A) During bid evaluation, WBMSCL may, at its discretion and if so required, ask the bidders for any clarification in support of their compliance to stipulated Qualifying Requirements (QR) or any other matter related to its bid except to the extent in IB-11 (B). The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered post / speed post / courier / hand delivery under acknowledgement / email / fax so as to reach the Purchaser within the time specified in the request for clarification issued by the Purchaser.

B) Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

## **12. Correction of arithmetical errors in price bid**

A) Arithmetical errors will be corrected at the time of evaluation of price bid and the corrected figure will be considered for bid evaluation. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his bid will be Rejected and the bid security will be forfeited.

B) If there is a discrepancy between the product of unit price and quantity and the

total price for the concerned item, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail.

C) The total price so corrected shall be considered for the purpose of evaluation of bid. However for the purpose of award, the corrected price by the Purchaser or the bid price quoted by the bidder, whichever is lower, will be taken.

D) Bids will be corrected for the rates of taxes & duties if incorrect rates are taken by the bidder. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on seven (7) days prior to the last date of submission of bids would be considered.

### **13. Delivery Schedule**

The basic consideration and the essence of the Order shall be the strict adherence to the delivery schedule specified in the detailed NIT. No credit will be given for earlier completion for the purpose of evaluation.

### **14. Procedure of Evaluation of bids**

A) The Purchaser will carry out a detailed evaluation of the bids determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. Bids submitted by bidders with any technical or commercial deviations may be liable to be rejected.

B) The Purchaser will determine to its satisfaction whether the selected bidder has submitted the lowest evaluated responsive bid and is qualified in terms of the qualifying requirements stipulated in NIT and has the adequate capacity and capability to execute the Order.

C) Wherever mentioned in the NIT, the evaluation will take into account the bidder's capacity and capabilities, in particular its work in hand and future commitments wherever required. It will be based upon an examination of the documentary evidence of the bidder's capability submitted by the bidder, as well as such other information as the Purchaser deems necessary and appropriate.

D) The final evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for placement of Order. However, the Purchaser reserves the right not to accept the lowest bidder.

E) The evaluation of bid shall be done on the basis of ***"total quoted price for entire scope of work."***

## **15. Purchase Order**

A) After approval of bid evaluation, WBMSCL will issue the Purchase Order to the successful bidder as per Annexure: 11a of Section V-B and send it by registered/speed post or courier. The Order shall contain the description of the Materials, price and period of supply, delivery, installation, testing and commissioning and other terms and conditions.

B) The successful bidder shall sign and record "Accepted Unconditionally" with stamp and date, and return one (1) copy of the PO within seven (7) days of date of issue of the Order, to WBMSCL as acknowledgment of unconditional acceptance of the Order.

## **16. Variations**

A) The Purchaser may vary the quantity of the Equipment / Materials to be supplied by plus/minus ( $\pm$ ) forty percent (40%) any time during the execution of the Order. The total value of Order shall be adjusted in case of change in quantity of Equipment / Materials based on the unit price indicated in the Purchase Order.

B) The Purchaser may place repeat order within a period of six (6) months from the date of completion of the Order for quantity not exceeding fifty percent (50%) of the ordered quantity on successful completion of the Order and if so required by the Purchaser, on the basis of existing rates, terms and conditions.

## **17. Corrupt or Fraudulent Practices**

A) The Purchaser requires that the bidders/ Suppliers observe the highest standards of ethics during the procurement and execution of the Order.

B) In pursuance of this policy, the Purchaser defines, for the purposes of this provision the terms set forth below as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Order.
- b. "Fraudulent practice" means a misinterpretation of facts in order to influence the procurement process or the execution of Order to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

C) The Purchaser will reject a bid or cancel the Purchase Order if already placed, if it determines that the bidder recommended for award or on whom the Purchase Order has already been placed has engaged in Corrupt or Fraudulent practices in competing for the Order in question.

D) The Purchaser may declare a firm ineligible for issue of Purchase Order, either indefinitely or for a stated period of time, if it any time determines that the firm has engaged in Corrupt or Fraudulent practices in competing for or in executing an earlier

order of the Purchaser.

## **18. Purchaser'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 award of Purchase Order, without thereby incurring any liability to bidders.

**Name of Work: Supply, Delivery, Installation, Testing and Commissioning of 2 Nos. of about 15 mtr<sup>3</sup> Walk in Cooler for the use of CMS Bagbazar, at Rabindra Sarani ( Near Kumartuli), Kolkata 700 003.**

### **TECHNICAL SPECIFICATION**

#### **A. CONSTRUCTION:**

1. Walk in Cooler is to be constructed of pre-insulated prefabricated, modular complete with all walls, ceiling and floor panels and is to be mounted on a flat, solid concrete base or may be installed in a room to accommodate the inner area of the cooler of 10 ft (length) x 10 ft (breadth) x 8 ft (height).
2. The floor is to be finished with 80 mm PUF panel with 12 mm marine ply and 18 gauge aluminum choker sheet aluminum checker plate of 100 sq ft.
3. All walls and ceiling part of the insulation should be with 80 mm PUF with 0.5 mm pre painted G.I sheet as external finish and internal finish respectively
4. The size of the entry door having size of 900 mm X 2000 mm with PUF 80 mm along with double glass view port of 300 mm x 300 mm size. Door shall be flush mounted, positioned and hinged. Doors shall be provided with suitable sweep and magnetic gaskets. Door shall be provided with door closer, one pre-wired vapor proof light fixture, light switch with pilot light, dial thermometer, manual internal lock override, and chrome plated cam lift hinges, and chrome plated door latches with strike. Doors on outdoor walk-ins shall have weather protected light switch and door drip cap.
5. The door lock (Godrej make) should Euro profile multi bolt Mortise lock to be controlled from both inner and outer side and complete with two speed heavy duty door closer and coordinator (Godrej make). The door should be air tight seal gasket and safety release lock.

#### **B. REFRIGERATION:**

1. The inner room temperature of the walk in cooler should invariable be maintained +2°C to + 8°C at the ambient temperature of 45°C.
2. Two number refrigeration units each having 15000 BTH/ hr is to be installed. The condensing unit should be hermetically sealed reciprocating compressor having make Emerson/Copeland/Danfoss/Bidzer.
3. The refrigerant should be used CFC free R-22
4. The cold storage should have defroster.
5. Evaporators are to be forced draught, electric defrost, ceiling mounted units with fitted condensate drip tray and drain connection.

6. The room should be fitted with a pressure release vent which should open and allows enough outside air to enter and rebalance any pressure difference.

**C. ELECTRIC POWER:**

1. Power input should have 380 Volt to 415 Volt A.C 50 C/S three phase line to be terminated in a 60 amps 4 pole MCB isolator as incoming and 12nos 415 V,16-32 amp SPMCB as outgoing.
2. One electrical points having moisture proof LED surface fittings comprises of CRCA housing and aluminum heat sink with 16 watt lamps is to be installed. The switch should be fixed on the outside of the room.
3. One modular switch board consisting of one 6 pin 15 amps plug and one 5 pin 6 amps plug shall have to be installed inside the room with switch.
4. Voltage stabilizer of suitable KVA rating having three phase input voltage 275 Volt to 440 volt 50 C/S A.C and output voltage 400 Volt +/- 1% 50 C/S .C Three phase 4 wire.
5. Off line UPS of 10 KVA 415 Volt 50 C/S A.C 3phase in and 3 phase out and 3phase in and should have 3-4 sec. cut off and 2 minutes restart delay. Facilities for manual control of output are to be arranged. Arrangements for direct supply, delivery,installation, testing and commissioning by passing the UPS in case of failures. Digital voltmeter, Ammeter of out put supply, frequency meter and battery charging meter should be placed on the front panel. Number of battery with suitable ampere hour should be made available for one hour back up of the system. A suitable safety and protection devices be done. Quick start arrangement for bypassing restart delay should be arranged.
6. Double earthing installation with 65mm G.I Pipe earthing as per P.W.D specification, Government of West Bengal.

**D. OTHER FACILITIES:**

- 1 The cold storage should provide with recordable (both thermograph at outside and data logger at inside continuous temperature Monitoring display (noticeable from outside) of inside storage temp.
- 2 It should generate Alarm (which will be installed at least at two desired places) in case of deviation in maintaining specified storage temp.
- 3 The vendor should provide documentation as per FDA norms on cold storage (in design, installation and maintenance)
- 4 One CO2 Fire Extinguisher is to be installed just outside of the room.
- 5 Wall mounted digital thermometer of 4 digits LED display with data logging capability of 7 days with suitable printer for report generation with remote sensor.

**E. RACKS:**

1. Stainless steel racks with five selves of sizes 900mm x450mm x1800mm as per requirement.



2. Rack should be floor mounted with necessary stainless steel support as necessary.

#### **F. OTHER SERVICE CONDITION**

1. **The work has to be completed 30 days from the date receipt of the work order.**
2. Complete installation to be done by the supplier inclusive of supply, delivery, installation, testing and commissioning, installation Testing and Commissioning as described above including Supply, delivery, installation, testing and commissioning and installation of stabilizer, drainage system and assembling of the panels and installation of refrigeration system with all equipments, data logger, earthing and smoke evacuation including all civil, electrical and all other related works required for complete installation.
3. **Guarantee period of two years from the date of completion of supply, delivery, installation, testing and commissioning, installation and commissioning.**
4. Service back up: The suppliers should ensure service back up within 24 hours in case of any break down.
5. **Five years comprehensive maintenance contract is to be assured.**

### **Section IV- GENERAL TERMS & CONDITIONS**

#### **1. The following words and expressions shall have the meaning & hereby assigned to them.**

A) "Defect Liability Period" means the period of validity of the warranties given by the Supplier commencing at completion of the supply, delivery, installation, testing and commissioning, during which the Supplier is responsible for rectification of defects and damages with respect to the Equipment / Materials as provided in GTC.

B) The terms "Equipment" and "Materials" shall mean-and include all things to be provided by the Supplier in terms Of the provisions of the Order.

C) "GTC" means the General Terms & Conditions hereof.

D) Periods In these provisions "DAY" means calendar day. However "Working Day" as used herein means all calendar days excluding Sundays and Government holidays in West Bengal.

E) "Price Schedule" means the schedules or any part or individual schedule thereof, submitted by the bidder with his bid.

F) "Purchase Order" means West Bengal Medical Service Corporation Limited (WBMSCL), Kolkata, and includes its legal successors and permitted assigns.

G) "Supplier" shall mean the individual firm, company or corporation whether incorporated or otherwise to whom the Purchase Order is addressed and shall include its legal successors and permitted assigns.

H) "Site" includes the place or places, where Equipment / Materials are to be delivered and/or the place of installation of Equipment / Materials as specified by the Purchaser.

I) "Purchase Order" (PO) or Order means notice of acceptance of the bid in writing to the successful bidder, indicating the sum WBMSCL will pay for the procurement of Equipment / Materials along with the terms and conditions of supply, delivery, installation, testing and commissioning.

## **2. Governing Law**

The Purchase Order shall be governed by and interpreted in accordance with laws in force in India including any such Laws promulgated or comes into force during the period of the Purchase Order. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Purchase Order.

## **3. Disputes**

If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier in connection with or arising out of the Order, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. If, after ninety (90) days from the date of dispute is first brought to the notice of any party and the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

## **4. Terms and Procedure for Payment**

100% payment along with taxes and duties will be made within 45 days from the date of submission of bill against:

- a) Original Challan duly receipted by the consignee b) Report of the in-house testing. The currency of bid and payment shall be Indian rupees and no foreign exchange variation will be permitted.

## **5. Performance Guarantee**

A) The Supplier shall furnish an unconditional and irrevocable Performance Guarantee in favour of the Purchaser as per the format provided in Annexure: 12 of Section V-B, towards performance guarantee for faithful and due fulfillment of all obligations under

the Order within fifteen (15) days from the date of issue of the Purchase Order., Performance Guarantee shall be furnished for an amount equal to ten percent (10%) of the Order value from a scheduled commercial bank in India. Performance Guarantee shall remain valid up to ninety (90) days after the Defect Liability Period, with an additional claim period of Thirty (30) days.

B) The value of the Performance Guarantee shall not be construed as a limiting factor for the damages under Defects Liability Period.

C) The Purchaser reserves the right to verify the authenticity of the Performance Guarantee from the issuing bank.

D) The Performance Guarantee shall be executed on non-judicial stamp paper. The guarantee is liable to be forfeited in case of non-compliance of Order or failure to complete the Order. Order is liable to be cancelled for non-submission of Guarantee in time with forfeiture of earnest money

E) The Bank Draft / Pay Order for an amount equivalent to ten percent (10%) of the ordered value will also be accepted in place of Bank Guarantee.

F) The Performance Guarantee is liable to be invoked on demand of WBMSCL, for any breach under the Order irrespective of any dispute or difference between WBMSCL and the Supplier, pending before any court, tribunal or any other authority,

G) The Performance Guarantee shall be returned to the Supplier within ninety (90) days after receipt of request for release of Performance Guarantee along with certification regarding completion of Defects Liability Period. No claim shall be made against the Performance Guarantee after the issue of Defects Liability Certificate. However, no costs shall be paid for the Performance Guarantee by the Purchaser, irrespective of date of release.

## **6. Taxes, Duties and Other Levies**

A) Excise duty, Sales tax, VAT, and any other levies / duties payable shall be shown separately in the invoice. This shall be to the account of the Purchaser, unless otherwise mentioned in the Purchase Order.

B) For the purpose of the Order, the price for the ordered quantity is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission (hereinafter called "Tax" in this paragraph). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Order, which was or will be assessed on the Supplier in connection with performance of the Order, an equitable adjustment of the Order price shall be made to fully take into account any such change by addition to the Order price or deduction there from, as the case may be.

C) In case of any Equipment / Materials directly sourced by the Supplier from outside India, no Custom Duty or its variation, if any, will be paid separately.

D) The Purchaser shall not take any additional liability towards enhanced taxes, duties and price variation beyond the scheduled delivery period as incorporated in the Purchase Order, if the delay is due to any failure on the part of the Supplier.

## **7. Patent rights & Royalties**

A) Royalties and fees for patents covering Equipment / Materials shall be deemed to have been included in the price quoted by the Supplier. The Supplier shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Purchaser indemnified in that regard.

B) The Supplier shall indemnify and hold harmless the Purchaser, his successors or assignees, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Order by reason of sale of the products produced by the Equipment / Materials in any country. Such indemnity shall not cover any use of the Equipment / Materials or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Order, any infringement resulting from the use of the Equipment / Materials or any part thereof, or any products produced thereby in association or combination with any other Equipment / Materials not supplied by the Supplier, pursuant to the Order.

## **8. Quality Assurance Plan**

If mentioned in the Purchase Order, the Supplier shall have to submit a Quality Assurance Plan as per Annexure: 11b of Section V-B, indicating the specific quality control procedure and practices adopted in the major activities of production to ensure manufacturing standard, immediately on receipt of the Purchase Order.

## **9. Packing**

The Equipment / Materials shall have to be securely packed in optimum quantity and size so that each package is capable of handling and is transportable as indicated in the Technical Specifications. Due care shall be taken during transportation to keep the packing and Equipment / Materials in good order condition for acceptance by Site.

## **10. Supply, Inspection, Testing & Commissioning**

### **(Applicable only if mentioned in the Purchase Order)**

The Supplier shall give at least fifteen (15) days prior intimation about the readiness of the Equipment/ Materials at the Supplier's works for testing and inspection. Supplier while making the inspection call shall:

- a. confirm the readiness of the Equipment / Materials for the inspection and testing;
- b. availability of necessary equipments for such testing;
- c. submit copies of routine test certificates indicating the test results in six (6) copies to the inspecting authority, failing which the inspection call will not be accepted.

The Inspection will be carried out by the Engineering department of WBMSCL. The Purchaser shall, at first confirm by the quickest possible means and later in writing, of his intention to attend the tests. The Purchaser shall attend the testing at the place so named within this period. The Equipment/ Materials shall be subjected to tests as per relevant standards mentioned in the Technical Specification. If the standard has the provision of routine tests, each Equipment / Materials shall be subjected to those routine tests. If the Equipment / Materials are found acceptable after inspection and testing, the same shall be suitably marked by the Purchaser's inspecting officer. All necessary assistance in this regard shall be extended by the Supplier to the WBMSCL's inspecting team free of cost.

If the Purchaser or his designated representatives fails to attend the test and/or inspection or if it is agreed between the parties that Purchaser's representative shall not attend the test, then the Purchaser may advise the Supplier in writing to proceed with the test and/or inspection in the absence of Purchaser's representative. The Supplier shall provide the Purchaser with a certified report of the results thereof.

### **Cost of inspection & testing**

The entire cost of the inspection and testing of the Equipment / Materials as per requirement shall be borne by the Supplier. The expense of the inspectors of WBMSCL towards lodging, boarding and travel and other incidental expenditure shall be borne by WBMSCL.

### **Calibration of testing equipment**

Calibration Certificate issued by laboratory accredited by NABL, CPRI, ERDA or equivalent institutions as acceptable to the Purchaser may be accepted unconditionally provided the certificate bears the logo of the accreditation body. If during Inspection & Testing, Supplier fails to produce Calibration Certificate of the testing equipment as indicated above, the inspection shall not be carried out and such inspection call shall be treated as fake inspection.

call and costs thereof shall be recovered by the Purchaser accordingly.

The Purchaser reserves the right to reject Equipment / Materials found to be not complying with the requirement of the specifications and standards. The Supplier shall extend all facilities for such inspection and testing for which no extra cost shall be charged by the Supplier.

### **Repetition of Tests**

If any of the Equipment / Materials fails to pass during inspection and testing, the Supplier shall arrange for repeat tests as per standards specified in Technical Specifications, at his own cost and expenses.

### **Cost of fake inspection call**

In case of failure to make available the Equipment / Materials for inspection as per the inspection call given by the Supplier of any particular lot of Equipment / Materials, re- testing fee will be charged @ Rs. 5,000/- (within the State of West Bengal) & @ Rs.20,000/- (outside State) for carrying out each subsequent inspection of that particular lot, after the re-offer.

### **Reports of Inspection and Tests**

After the tests have been completed at the Supplier's works, the Supplier shall submit 2 (Two) copies of test reports to the Purchaser. Material Inspection Clearance Certificate (MICC)-cum-Delivery Instruction (DI) will be issued by the inspection team of the Purchaser on successful completion of inspection and testing.

## **11. Delivery**

A) Delivery schedule will be as mentioned in the work Order and it shall be adhered to. Delay in meeting scheduled completion period as stipulated shall be liable for liquidated damages.

B) After receiving dispatch clearance/dispatch instruction (DI) from the Purchaser, the Supplier shall deliver the Equipment / Materials suitably packed, at the place of delivery. The Equipment / Materials are to be booked only by road and should be suitably packed and fully insured against all risks. The Equipment / Materials should be delivered as per the DI immediately. After dispatch of Equipment / Materials by road, the Supplier shall notify the Purchaser about the value of consignment, weight and dimension of consignment by fax and post a copy by registered post, enclosing all the relevant documents, on the strength of which the consignment can be taken delivery at destination.

C) The Equipment / Materials delivered to Site will be subjected to re-inspection/testing and if any discrepancy/dispute in quality arises, the Supplier shall have to replace the entire lot at the Supplier's cost.

D) The required number of way bills (Part II) shall be generated by the Supplier as per online way bill issue system of the State Commercial department as prescribed from time to time. The Purchaser shall not be responsible for any delay or any consequences resulting from the issue of way bill.

## **12. Removal of rejected Equipment / Materials and replacement**

A) If upon delivery, whether inspected and approved earlier or otherwise, the Equipment / Materials is not in conformity with the specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Supplier within ninety (90) days from the date of receipt of the Equipment / Materials at the Site.

B) The Supplier shall arrange at his cost for removal of the rejected Equipment / Materials within thirty (30) days from the date of notification. In the event, the Supplier fails to remove the Equipment / Materials within the said thirty (30) days, the Purchaser shall be at liberty to dispose of such Equipment / Materials in any manner as he may think fit. All such expenses shall be recoverable from the Supplier.

## **13. Risk Purchase**

A) If the Supplier fails to deliver the Equipment / Materials within the specified delivery period, the Purchaser shall be entitled to purchase the Equipment / Materials, or if not available, the best and nearest available substitute from elsewhere on the account and at the risk of the Supplier. The Purchaser will also be entitled to cancel the Order, either in part or in full, and the Supplier shall be liable to compensate the Purchaser for any loss or damage which the Purchaser may sustain by reason of such failure on the part of the Supplier.

B) If there is a failure to execute the Order, or there is any breach on the part of the Supplier in the terms and conditions of the Purchase Order, the Purchaser reserves the right to invoke performance guarantee and may deduct the additional amount, if any, so incurred by the Purchaser from other claims/bills lying with the Purchaser against the relevant Order or any other Order.

## **14. Liquidated Damages**

Supply, delivery, installation, testing and commissioning (physical delivery of Equipment / Materials at the place of delivery in accordance with the Delivery Instruction) of the Equipment / Materials should be as per the

delivery schedule. If the Equipment / Materials are not delivered within stipulated period as per delivery schedule, WBMSCL reserves the right to repudiate the Purchase Order. But the Purchaser may, at his discretion, extend the delivery schedule subject to imposition of liquidated damages at half percent (0.5%) of the value of the Equipment / Materials physically delivered beyond the schedule delivery period for each week of delay or part thereof up to a maximum limit of five percent (5%) of the value of total Order value and accept the Equipment / Materials beyond the stipulated period. Liquidated damages, if any, shall be recovered from the outstanding bills / performance guarantee.

## **15. Defects Liability**

A) In the event of any defect in the Equipment / Materials arising out of faulty design, materials, workmanship within the Defects Liability Period as mentioned in the Purchase Order, the Supplier shall be responsible for rectification of the defect, damage or replacement of the defective or damaged Equipment / Materials to the satisfaction of the Purchaser.

B) If any defect shall appear or damage occurs in the Equipment / Materials, the Purchaser shall forthwith inform the Supplier in writing for taking up the immediate rectification work within the period specified in such notice.

C) The Supplier shall rectify the defect or damage or replace the Equipment / Materials at his cost, within the time specified in the notice, to the satisfaction of the Purchaser. If the Equipment / Materials are required to be taken to the works of the Supplier for the purpose of repairs or rectification, the Supplier shall be authorized to take such Equipment / Materials only on the submission of a bank guarantee, equivalent to the ordered value of such Equipment / Materials being taken back to the works of the Supplier.

D) If the Supplier fails to rectify the damage/defect within the specified time, the Purchaser may carry out the work himself or get it done by others at the risk and cost of Supplier. The Supplier shall pay to the Purchaser, the cost of such work carried out by the Purchaser within fifteen (15) days of receipt of notice thereof from the Purchaser.

E) The Purchaser shall have a right to invoke the Performance Guarantee for failure on the part of the Supplier to pay the cost as referred above, or failure to fulfill its obligations under the Defect Liability Period.

F) Upon completion of the Defects Liability Period and upon fulfillment of all obligations by the Supplier with respect to the Purchase Order, the Purchaser shall issue a Defect Liability certificate within thirty (30) days of such completion.



## **16. Compliance of regulations**

A) The Supplier shall ensure that all Equipment / Materials covered by the Order shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including Industries (Development & Regulations) Act, 1951 and any amendments there under, any labour laws, working conditions and technical codes and requirement as applicable from time to time.

B) The Supplier shall deliver such documents as may be required by the Purchaser as an evidence of compliance. Any liability arising out of contravention of any of the laws in executing the Order shall be the sole responsibility of the Supplier and the Purchaser shall not be responsible in any manner whatsoever.

## **17. Force Majeure**

Supplier shall not be considered in default if delay in delivery occurs due to reasons beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot and acts of unsurpassed power. Only those reasons which have duration of more than seven (7) days shall be considered as Force Majeure. A notification to this effect

duly certified by local chamber of commerce/statutory authorities shall be given by Supplier to the Purchaser. In the event of delay due to Force Majeure, the delivery schedule will be extended for a length of time equal to the period of Force Majeure, or at the option of the Purchaser, the Order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the Purchaser.

## **18. Termination**

The Purchaser reserves the right to cancel the Order in part or in full by giving an advance notice of thirty (30) days thereby if

- a. The supplier fails to comply with any of the terms of the Order
- b. The supplier becomes bankrupt or goes into liquidation
- c. The supplier makes general assignment for the benefit of the creditors
- d. Any receiver is appointed for the property owned by the Supplier

**19. Assignment**

The Supplier shall not, without the express prior written consent of the Purchaser assign to any third party the Order or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Order.

**20. Arbitration**

Except for a dispute in connection with termination in respect of which the decision of WBMSCCL 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 accordance with the provision of the Arbitration Act. The arbitration hearing will be held in Kolkata only. The award of the arbitration (S) shall be binding on both the parties. The cost of arbitration shall be borne by the respective parties.

**21. Court of Law**

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

  
**Managing Director**  
WBMSCCL

# Tender Document for supply, delivery, installation, testing and commissioning of Walk in Cooler

**WBMSCL/NIT-21/2013-14**

**Date: 27/02/2014**

## **Annxure section – V**

### **A.**

1. Bid Proposal
2. Price Schedule (B.O.Q)
3. Forwarding Letter for submission of Bid Security & Tender fees
4. Power of Attorney in favour of Signatory of the Bid
5. Qualification Criteria
  - (a) Details for meeting financial qualification requirement
  - (b) Details for meeting technical qualification requirement
6. Affidavitt regarding eligibility
7. Litigation History
8. Technical Compliance Form
9. Additional information

### **B.**

10. Proposed modification
11. (a) Purchase Order
  - (b) Quality Assurance Plan
12. Performance Guarantee
13. Validity Extension of Bank Guarantee

ANNEXURE SECTION

## 1. Bid Proposal

## Annexure-1

Sub: Proposal for supply, delivery, installation, testing and commissioning and delivery of Walk in Cooler against NIT no. ....

Dear Sir,

We, the undersigned bidder, having read and examined in detail the specifications and the terms and conditions in the bidding documents do hereby submit our bid for the subject NIT as per the following details:

1.	Name of bidder Office Address  Tel. No. : Fax No. : E- mail:  Factory Address  Tel. No. : Fax No. : E- mail:	
2.	Address of Kolkata Office Name: Designation: Address: Tel. No. : Fax No. : E- mail:	
3.	(i) Central Sales Tax Regn. No. (a copy of certificate of registration to be enclosed) (ii) VAT Regn. No: (a copy of certificate of registration to be enclosed)	
4.	TAN No. : (a copy of certificate to be enclosed)	
5.	Excise Registration No. (a copy of certificate of registration to be enclosed)	
6.	Service Tax Registration No. (a copy of certificate of registration to be enclosed)	

7.	SSI Regn. No. validity up to: (a copy of certificate of registration and proof of validity should be enclosed)	
8.	Category of Organization (SSI/Medium/Large Unit).	
9.	Particulars of Earnest Money submitted	
10.	Offer validity	Agreed to the validity period specified by WBMSCL in detailed NIT
11.	Whether bidder agrees to	
a	Terms and Procedure of Payment (GTC 4)	
b	Performance Guarantee (GTC 5)	
c	Packing (GTC 10)	
d	Inspection & Testing (GTC 11)	
e	Risk Purchase (GTC 14)	
f	Liquidated damages (GTC 15)	
g	Defects Liability (GTC 16)	
12.	Delivery Schedule	Agreed to the delivery schedule specified by WBMSCL in detailed NIT
13.	Submit the technical literature and catalogue of the materials offered with the techno- commercial bid.	The technical literature and catalogue are attached to the techno-commercial bid.
14.	Whether the bidder has provision for complete testing facilities of offered Equipment / Materials at their works. If yes, the details thereof or otherwise the proposed arrangements for inspection and testing.	
15.	<b>(Insert if applicable)</b> Type test certificates for the relevant type tests, as required in the Technical Specification, from an institute accredited by NABL of a date not later than 3 years, on the date of bid opening	The relevant type test certificate, self attested is enclosed.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

## Annexure-2

**Price Schedule (B.O.Q) : B.O.Q is up loaded as per E tendering norms that may be filled up on Line.**

**Annexure-3**

**3. (a) Forwarding Letter for submission of Bid Security and Tender fees**

**(To be kept in envelope containing Bid Security)**

*Note: This is applicable only for single item tenders.*

Date:

NIT No:

Bidder's Name and address

To  
WBMSCL address

*[Insert the name, designation and address of the WBMSCL tender issuing authority]*

Dear Sir,

We are enclosing the following:

1. Account payee Demand draft / Bankers Cheque / Pay Order (No. ....[insert NO.]..... dated ..... [insert date ]..... drawn on .....[insert name of the bank on which drawn]..... for ....[insert amount in Rs. and words]....., drawn in favor of "West Bengal Medical Service Corporation Ltd." payable at Kolkata towards Earnest Money Deposit.
2. 2. Account payee Demand draft / Bankers Cheque / Pay Order (No. ....[insert No.]..... dated ..... [insert date ]..... drawn on .....[insert name of the bank on which drawn]..... for ....[insert amount in Rs. and words]....., drawn in favor of "West Bengal Medical Service Corporation Ltd." payable at Kolkata towards Tender fees.

**Enclosures:**

1. ....
2. ....

Thanking You,

.....  
**(Signature of authorized signatory)**

Name: .....

Designation: .....

Date: .....

Place: .....

**Annexure-4**

**Power of Attorney in favour of Signatory of the Bid**

*(To be executed on non-judicial stamp paper of appropriate value)*

KNOW ALL MEN BY THESE PRESENTS THAT WE, .....[insert the name of the Bidder]..... a Company incorporated under the Companies Act, 1956 and having its registered office at .....[insert address] ..... (hereinafter referred to as the Bidder) having been authorized by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company. I .....[insert name of the person giving the power of attorney].....presently holding the position of ..... (insert designation of the person giving the power of attorney)..... in the company do hereby constitute, appoint and authorize Shri..... (insert name, designation and residential address of the person to whom the power of attorney is being given)..... as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid against NIT no. .... floated by WBMSCL. I hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the Purchaser in connection with the Bid for the said tender till the completion of the bidding process.

I accordingly hereby nominate, constitute and appoint above named ..... severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITNESS whereof I, ..... have executed these presents this the .....day of .....at .....

.....  
EXECUTANT

Designation.....

Name of Company.....

.....

Specimen Signature of Attorney

Name.....

Designation.....

Signature of the Attorney Attested

.....

EXECUTANT

Name.....

Designation.....

Office Seal.....



### 5. Qualification Criteria

Bidder's Name and Address

To  
WBMSCL Address

Dear Sir,

We seek qualification under NIT No ----- and our qualification data in support thereof is enclosed in the following Forms:

1.	Annexure 5a	:	Details for meeting financial qualification requirements .
2.	Annexure 5b	:	Details for meeting Technical qualification requirements.

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note: The Bidder shall enclose relevant documents like copies of self attested purchase order, completion certificates, agreements etc. supporting the details/data provided in Annexure -5A

## Annexure-5a

### Annexure - 5A: Details for meeting financial qualification requirement

NIT No:

Bidder's Name and address

To  
WBMSCL address

Dear Sir,

To satisfy the requirements stipulated in the Bidding Documents, we provide the following details.

We confirm that our average annual turnover during the preceding three financial years as on date of bid opening is not less than .....(insert the amount as per NIT)..... In support of above, we are enclosing .....[*Balance Sheets and Profit & Loss Account duly certified by the statutory auditors, IT Return duly acknowledged by the tax department, or any other documents to be inserted as applicable*]..... We are also enclosing authenticated copies of original documents defining the legal status, place of registration and principal state of business.

S No	Financial Year	Amount in INR
1.	2009 - 2010	
2.	2010 - 2011	
3.	2011- 2012	
4.	Average Annual Turnover for the preceding three (3) Financial Years for which audited accounts are available as on date of Bid Opening.	
5.	We have enclosed [Balance Sheets and Profit & Loss Account certified by the statutory auditors/ IT Return duly acknowledged by the tax department] for the above mentioned financial years	Yes/No
6	We have enclosed authenticated copies of original documents defining the legal status, place of registration and principal state of business.	Yes/No

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

**Annexure-5b**

**Annexure - 5B: Details for meeting technical qualification requirement**

NIT No:

Bidder"s Name & Address:

To

WBMSCL Address

To satisfy the requirements stipulated in Bidding Documents, we provide the following details.

List of similar orders for similar type and quantity of Goods covered in the NIT No.....dated....., executed in last three (3)\* years:

Sl. No.	Owner/ Client	Scope of works	Order Value	Actual Time of Completion

*\* Bidders can choose to mention important assignments executed prior to 3 years*

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuation sheets of like size and format, may be used and annexed to this format if required.
- Relevant client certificates or any other documents to be furnished to justify the above data (including Purchase Orders and corresponding delivery challans, etc.)

**6. Affidavit regarding eligibility**

(To be executed on non-judicial stamp paper of appropriate value as applicable in the state of West Bengal)

I am the .....[insert title/ designation]..... and the duly authorized representative of .....[insert name of the bidder]..... and that I possess the legal authority to make this Affidavit/ Declaration on behalf of the bidder.

I solemnly declare and affirm that to the best of my knowledge, information, and belief, the above bidder:

- a) Is not insolvent or is not in receivership or is not a bankrupt or is not in the process of being wound up, or has not entered into an arrangement with creditors; or,
- b) Have not been found guilty of professional misconduct by any Competent Authority as per law; or,
- c) Have fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country; or
- d) Have not been declared by any company/organisation to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or,
- e) Have not been debarred from participation in any public procurement by any Competent Authority as per law.

Further, I also declare that the affairs of the business are not being administered by a court, judicial officer or by an appointed liquidator; and the company has not suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of India.

Verified on this ..... day of ..... of the year..... that the particulars furnished above are true and correct to the best of my knowledge and belief and nothing in material have been concealed or misrepresented.

Date: Signature.....

Place: Name.....

Designation.....

Seal.....

(The affidavit may be signed and attested in presence of a Notary)

## 7. Litigation History

Name of the Bidder:

Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of Client, Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in Indian Rupees)

## 8. Technical compliance Form

*[Modify and Insert this annexure, as per specific supply, delivery, installation, testing and commissioning procurement]*

Bidder's Name & Address:

To

WBMSCL Address

S. No.	Name of Equipment / Materials	Whether Type Tested as per IS/IEC (carried out on identically designed Equipment / Material as per Technical spec.) (Yes/No)	Type Tests done from Govt. recognised Test House or laboratory/ NABL accredited laboratory (Yes/No)
1	Walk in Cooler as per technical specification		

Place: (Printed Name).....

(Designation).....

(Seal).....

■ Bidders shall also submit attested copy (ies) of the type test certificate (s)

■ Type tests conducted shall not be earlier than 5 years prior to the bid opening date.

**9. Additional Information**

Bidder's Name and Address

To  
WBMSCL address

Dear Sirs,

---

S. No.	Description of Information	Reference to Bidding documents	Reference to Bid Proposal
--------	----------------------------	--------------------------------	---------------------------

---

---

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this format.

## SECTION-B

Annexure-10

### 10. Proposed modifications

*[Insert this annexure only if modifications are envisaged in the specific supply, delivery, installation, testing and commissioning procurement]*

Bidder's Name & Address:

To

WBMSCL Address

We have carefully gone through the Technical Specifications and the General Terms & Conditions and we have satisfied ourselves and hereby propose certain modifications as mentioned below:

S. No.	Sec./Clause & Page No.	Existing Clause	Modified clause (proposed by Bidder)	Reasons for modification

Date: (Signature).....

Place: (Authorised Representative of bidder).....

(Designation).....

Name of the bidder: .....

## 11. (a) Purchase Order

Ref. No.:

Date:

To,

.....

Supplier's Name &amp; Address

.....

Attn: Mr.....

Sub: Order for ..... [brief description of scope of supply, delivery, installation, testing and commissioning.....]

Ref: (i) NIT No: .....

(ii) Bidding documents against NIT No .....along with clarifications/ amendment ..... [References of all correspondence (if any) with successful bidder(s) to be referred]

(iii) Your bid dated ..... against NIT No..... and subsequent letter dated ..... [Reference of all correspondence (if any) by successful bidder(s) to be referred]

Dear Sir,

With reference to the above, we are pleased to place an order with you for the Materials at the price and terms and conditions stipulated hereunder:

S. No.	Description of Equipment / Materials	Material Code	Quantity	Unit of measure	Unit Ex-works price (Rs)	Unit Freight & Insurance price (Rs)	Total Amount (Rs)
1	.....		....		....	....	....
2	.....		....		....	....	....
....	.....		....		....	....	....
....	.....		....		....	....	....
	Total (in words)						



**TERMS AND CONDITIONS**

1. Price

Above prices are firm and not subject to any variation on any account except taxes and duties as per GTC.6

The prices given above are inclusive of Supply, installation,testing and Commissioning inclusive of cost of transportation up to the place of delivery and transit insurance. The prices given above are exclusive of Excise Duty and Sales Tax, or any other taxes and duties applicable which will be paid extra at actual on production of documentary evidence in terms of clause 2 below.

2. Taxes & Duties:

Central Sales Tax: Central Sales Tax, where applicable, will be paid extra at the rate prevailing on the scheduled date of or the actual delivery date, whichever is lower.

Excise duty: This will be paid, where applicable, on production of **original documentary evidence** as a proof of Excise Duty payment, at the rate applicable at the time of scheduled physical delivery date or the actual delivery date, whichever is lower.

**[Note: Provisions relating to any other relevant taxes/duties, if applicable, for specific Equipment / Materials should be mentioned in this clause]**

3. Performance Guarantee: You are required to submit within ten (10) days of the date of issue of this Order, the Performance Guarantee equivalent to ten percent (10%) of the value of the Order from a scheduled commercial bank in the prescribed proforma.

4. Quality Assurance Plan: The Supplier shall submit Quality Assurance Plan containing the overall quality management & procedures to be followed during various phases of execution of the Order within .....[insert period]..... of the date of this Purchase Order in the format attached as Appendix 1 to this Order.

5. Inspection & Testing

The provisions relating to Inspection & Testing shall be governed by GTC. The Supplier shall address the inspection calls to Managing Director, WBMSCL and endorse a copy to Manager (Procurement) WBMSCL.

7. Delivery Schedule

The Equipment / Materials are to be delivered as per delivery schedule given hereunder.

<i>Quantity of Equipment / Materials</i>	<b>Delivery schedule</b>
quantity	To be delivered by .....[months/days from Placement of Order].....

Insert quantity	To be delivered by .....[months/days from placement of Order].....
.....	.....

8. Submission of Delivery Challan

Copies of delivery challan in triplicate are to be submitted to the consignee along with the Equipment / Materials at the time of physical delivery. The original and duplicate copies of the delivery challan duly signed by the consignee officer, as indicated in the Payment Clause, will be returned to the Supplier.

9. Paying Authority:

.....[insert name and address relevant officer of Purchaser responsible for making payments]..... will be the Paying Authority.

10. Payment

100% payment along with taxes and duties against submission of original invoice and original receipted challan duly signed by consignee officer with supporting testing certificate etc

*(The Purchaser may revise the payment terms on case-to-case basis)*

11. Defect Liability Period

The Defect Liability Period shall be 24 months from the date of commissioning of materials or from the date of receipt of any integral part of the Equipments/ Materials, as applicable.

This Order is being issued to you in duplicate. Please acknowledge the receipt of this Order and convey your acceptance within seven (7) days from the date of issue of this Order by returning one (1) copy duly signed with stamp and recording "Accepted

Unconditionally". If no acceptance/communication is received within seven (7) days, it will be considered that the Order has been accepted.

12. The Address for correspondence of Purchaser and Supplier is as follows:

Address of Purchaser:

.....  
.....  
.....  
.....

Address of Supplier:

.....  
.....  
.....  
.....

13. This Purchase Order shall be subject to the Technical Specifications and terms and conditions as mentioned in GTC and NIT which shall form an integral part of this Order.

Enclosure: Technical specifications and General Terms & Conditions

Yours faithfully,  
for and on behalf of

.....(Authorised Signatory).....

.....(Name of the Purchaser).....

## 11. (b) Quality Assurance Plan

Bidder's Name and Address

To  
WBMSCL address

Dear Sirs,

We hereby provide the necessary information on Quality Assurance Programme containing the overall Quality Management and procedures, which we propose to follow during various phases of execution of the Order.

---

---

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

■ Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this format.

■ Annexure-6

## 12. Performance Guarantee

*(To be stamped in accordance with Stamp Act)*

Bank Guarantee No. ....

Date.....

To  
[WBMSCL"s Address]

Dear Sirs,

In consideration of West Bengal Medical Service Corporation Limited (hereinafter referred to as WBMSCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..... with its Registered/ Head Office at .....(hereinafter referred to as the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Purchase Order No..... dated ..... valued at ..... for ..... (Scope of supply, delivery, installation, testing and commissioning)..... and the Supplier having agreed to provide a Performance Guarantee in terms of the provisions of the said Order for faithful and due fulfillment of all obligations under the Order equivalent to .....**[insert ten percent (10%) of the said value of the Order]**..... to the WBMSCL.

We ..... (Name and Address) having its Head Office at .....&..... hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay WBMSCL, on demand any and all monies payable by the Supplier to the extent of ..... [Rs.....]..... as aforesaid at any time up to .....@.....(day/month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the Supplier. Any such demand made by WBMSCL on the Bank shall be conclusive and binding notwithstanding any difference or dispute between WBMSCL and the Supplier or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBMSCL and further agrees that the guarantee herein contained shall continue to be enforceable within claim period of.....**[ninety (90)]**..... days after the validity of this guarantee.

WBMSCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Order by the Supplier. WBMSCL shall have the fullest liberty without affecting in any way this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Order between WBMSCL and the Supplier or any other course of remedy or security available to WBMSCL. The Bank shall not be released of its obligations under these presents by any exercise by WBMSCL of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of WBMSCL or any other

indulgence shown by WBMSCL or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that WBMSCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that WBMSCL may have in relation to the Supplier's liabilities.

Notwithstanding anything contained herein above liability under this guarantee is restricted to Rs..... and shall remain in force up to and including ..... and shall be extended from time to time for such period, as may be desired by M/s. ....On whose behalf this guarantee has been given.

All rights of WBMSCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBMSCL under this guarantee against the Bank within ....[ninety (90)]..... days from the above mentioned date or from the extended date.

Dated this .....day of .....20 ..... at .....

Witness:

..... (Signature)	..... (Signature)
..... (Name)	..... (Name)
..... (Official Address)	..... (Official Address)

Authorized vide

Power of Attorney No:.....

Date.....

<b>Note:</b>	1.	(@)This date will be ninety (90) days after the end of Defect Liability Period as specified in the Order (b) Complete mailing address of the Head Office of the Bank to be given
	2.	The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf the Bank Guarantee is being issued. The Bank Guarantee (BG) shall be issued on a stamp paper of value as applicable in the state of India from where BG has been issued or the state of India from where the BG shall be operated, whichever is higher

**13. Validity Extension of Bank Guarantee**

*(To be stamped in accordance with the Stamp Act)*

Bank Guarantee No. ....

Date.....

To  
[WBMSCCL"s Address]

Dear Sirs,

Sub.: Validity Extension of Bank Guarantee No. .... dtd..... for  
Rs..... favouring yourselves, expiring on.....  
on account of M/s..... in respect of Order  
for.....(insert brief scope of supply, delivery, installation,  
testing and commissioning)..... for  
..... Purchase Order No. ....  
dated..... (hereinafter called original Bank Guarantee).

At the request of M/s..... we ..... Bank  
having branch office at ..... and having Head Office at  
..... do hereby extend our liability under the above  
mentioned Bank Guarantee No..... dtd ..... for a further period  
of..... Years/ Months from ..... to expire on .....

Except as provided above, all other terms and conditions of the original Bank Guarantee  
No..... dtd..... shall remain unaltered and binding on us.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours Faithfully,

(Signature).....

(Name & Designation).....

(Bank"s Seal).....

Authorised vide Power of Attorney No

.....

