

## Notice Inviting e-Tender

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

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**SUPPLY OF NEONATAL ULTRASOUND WITH MULTIMODALITY PROBE IN THE  
HOSPITALS AND MEDICAL COLLEGES OF THE GOVERNMENT OF WEST BENGAL.**

(Submission of Bid through *online*)

**Bid Reference No.: WBMSCL/NIT- 37/2014**

**Dated- 23.05.2014**

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf **Neonatal Ultrasound with Multimodality Probe** to be supplied to various healthcare establishments of the Govt. of West Bengal.
2. WBMSCL hereby invites bids from eligible and qualified Tenderers for the supply of **Neonatal Ultrasound with Multimodality Probe** as per Schedule of Requirement.
3. Intending Tenderer may download the tender documents from the website: **wbtenders.gov.in**. Tender fees and earnest money to be drawn in favour of 'West Bengal Medical Services Corporation Limited' through Demand Draft / Bank Guarantee 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   | 24.05. 2014                  |
| 2.  | Documents download/sell start date (Online)   | 24.05. 2014                  |
| 3.  | Date of <b>Pre Tender Meeting</b> with the intending Tenderers in the Conference Hall of <b>West Bengal Medical Services Corporation Limited</b>  | 09.06.2014 at 12:00 noon     |
| 4.  | Bid submission start date (On line)   | 11.06.2014                   |
| 5.  | Documents download/sell 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)</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 &amp; 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><b>Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.</b></p> | 16.06.2014 up to 5:00 PM     |
| 7.  | <p><b>Last date of submission of</b></p> <p>a) Cost of Tender Documents (only by Demand Draft) and Earnest Money Deposit ( Demand Draft / Pay Order / Bank Guarantee)</p> <p>b) Hard copies of the documents uploaded in e-tender during bid submission. <b>No BOQ to be submitted in hard copy.</b></p> <p>c) Copy of acknowledgement generated by e-tender portal against the documents uploaded during bid submission.</p> <p>N.B.:</p> <p>1) All the above documents are to be submitted at the registered office of WBMSCL.</p> <p><b>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.</b></p>   | 19.06.2014 up to 2:00 PM     |
| 8   | Bid opening date for Technical Proposals (Online)(Bid A & B)  | 19.06.2014 ; 2:00 PM onwards |
| 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   | To be notified later         |
| 11. | 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

|   |
|---|
| <b>Neonatal Ultrasound with Multimodality Probe</b> |
| Warranty: 5 Years                                   |
| Comprehensive Maintenance Contract (CMC) : 5 Years  |

### 2. Tender Fees

|   |
|---|
| <b>Neonatal Ultrasound with Multimodality Probe</b> |
| Exempted  |

### 3. Earnest Money Deposit (EMD) (E)

|  |
|--|
| <b>Neonatal Ultrasound with Multimodality Probe</b>  |
| INR 5 Lakh   |
| In the form of Demand Draft/In the form of Bank Guarantee (BG) as per format given in Form: 4 valid for 180 days |

### 4. Annual Turnover requirements: (E)

|  |
|--|
| <b>Neonatal Ultrasound with Multimodality Probe</b>  |
| The Tenderers should have annual sales turnover (i.e. total turnover of the company) of minimum Rs. 5 Crore on an average of last three financial years (2010-11, 2011-12, 2012-13) as per the Audited Accounts of the Organization. |

## 5 (a) Time for Supplies & Commissioning

| Description   | Time    |
|---|---------|
| Allowed time for Completion of Commissioning of work from the date of issuance of Award of Contract (AOC) | 50 Days |

## 5 (b) Payment Terms

| Neonatal Ultrasound with Multimodality Probe   |
|--|
| <p><b>I. General Terms</b></p> <p>(i) The payment to Manufacturer will be made under Delivered Duty Paid contract. The currency in which the price is quoted in the bid will be converted to INR as per the conversion rate of RBI on the day previous to the date of opening of the financial bid for the purpose of evaluation and payment.</p> <p>(ii) The Tenderers may quote in INR only.</p> <p><b>II. Payment terms for Manufacturer</b></p> <p>A. 80 % of the Gross Price of the Equipment shall be paid after delivery and furnishing of Consignee Receipt Certificate (CRC).</p> <p>B. Remaining 20% of the Gross Price of the Equipment 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). 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><b>Note:</b></p> <p>Submission of required Performance Bank Guarantee and signing of Agreement are mandatory for the processing of any Payment.</p> <p><b>Gross Price of Equipment(s)</b> includes value of goods, accessories &amp; ancillaries and taxes, duties, freight charges, insurance, installation , commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable. <b>Entry tax @ 1% should also be considered in the Gross Price.</b></p> |

## 6. Performance Security (PS)

(In the form of unconditional and irrevocable Bank Guarantee)

| <b>Neonatal Ultrasound with Multimodality Probe</b>                                  |
|--|
| 10% of the Bid Value (Validity should be till the completion of Warranty + 60 days). |

## 7. Who can Bid (E)

| <b>Neonatal Ultrasound with Multimodality Probe</b> |
|---|
| Manufacturing Company or its subsidiary in India.   |

## 8. Service Up time in Warranty & CMC

| <b>Neonatal Ultrasound with Multimodality Probe</b>  |
|--|
| 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. Time for rectification should not be more than 24 hours  |
| Maximum Downtime allowed without penalty :48 hours   |
| Penalty beyond 12 hours of non physical attendance for hospitals situated at Kolkata, Howrah, South & North 24 PGS District.: Rs. 1000 per 24 hours for each machine.            |
| Penalty beyond 24 hours of non physical attendance for hospitals other than situated at Kolkata, Howrah, South & North 24 PGS District : Rs. 1000 per 24 hours for each machine. |
| Penalty for Downtime after 48hrs for hospitals situated at Kolkata, Howrah, South & North 24 PGS District is Rs. 2000/- per 24 hours for each machine.                           |
| Penalty for Downtime after 60hrs for hospitals other than situated at Kolkata, Howrah, South & North 24 PGS District is Rs. 2000/- per 24 hours for each machine.                |

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

| <b>Neonatal Ultrasound with Multimodality Probe</b>   |
|---|
| 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)

| <b>Neonatal Ultrasound with Multimodality Probe</b>   |
|---|
| The manufacturer whose product is offered by the Tenderer must have commissioned <b>at least 3 (three)</b> which are functioning satisfactorily as on the date (s) of physical inspection.  |
| 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) client / user of the quoted model should be in India. |

**Note1:** Warranty and CMC includes the equipment, probes, all accessories and ancillaries as given in the specification of the 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**

- In three locations. (Kolkata, Siliguri and preferably at Durgapur)

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

## B. General

### 11. Scope of Bid

11.1 The type of goods and related services to be purchased is: **Supply and Commissioning of Neonatal Ultrasound with Multimodality Probe for the Hospitals and Medical Colleges of the Govt. of West Bengal** as per the Schedule of Requirements.

### 12. Source of Funds

12.1 Funds received from the **Department of H & FW**, for the procurement of Medical Equipments on behalf of the **Department of H & FW**.

### 13. Fraud and Corruption

13.1 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.

13.2 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.

13.3 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.

#### **14. Eligible Tenderers**

14.1 A Tenderer, and all parties constituting the Tenderer, may have the nationality of any country.

14.2 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:

- i) 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

14.3 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.

#### **15. Eligible goods and related services**

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

15.2 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

### 16. Sections of Bidding Documents

16.1 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

16.2 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.

16.3 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.

16.4 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.

### 17. Clarification of Bid Document

17.1 A prospective Tenderer requiring any clarification of the Bidding Documents shall contact WBMSCL in writing at [deo.wbmsc@gmail.com](mailto:deo.wbmsc@gmail.com), [md.wbmsc@gmail.com](mailto:md.wbmsc@gmail.com)

### 18. Amendment of Bid Document

18.1 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.

18.2 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

19. 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 and the Statement of Breakup of Taxes & Duties)
- Details are given in “Submission and Opening of Bids”
20. **Cost of Bidding**  
The Tenderer shall bear all costs associated with the preparation and submission of its bid.
21. **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.
22. **Alternative Bids**  
Alternative Bids will not be accepted
23. **Bid Prices**
- 23.1 The prices in the BOQ shall conform to the requirements as specified in the tender.
  - 23.2 The Incoterms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce.
  - 23.3 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account.
24. **Currencies of Bid**  
The Tenderer shall quote in INR.
25. **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.
26. **Documents Establishing the Qualifications of the Tenderer**  
As per Form 1: Check-List of Section V of the bid document.
27. **Period of validity of Bids**
- 27.1 Bids shall remain valid for a period of **120** days from last date of online submission of bid. A bid valid for a shorter period than specified in previous lines shall be rejected by WBMSCL as non responsive.
  - 27.2 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.

**28. Period of validity of the bid price:**

The bid price shall remain valid for a period of **6(six)** months from the date of signing of the contract.

**29. Earnest Money Deposit (EMD):**

29.1 The EMD shall be in the form of Demand Draft (DD) in original from any scheduled commercial bank as per prescribed form in Section V, 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.

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

29.3 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

29.4 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 ;

**30. Signing of Bid**

The bid document should be digitally signed and uploaded on the E-tender portal.

**31. Withdrawal, Substitution, and Modification of Bids**

31.1 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.

31.2 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.

**32. 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

33. 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        | a) PAN Card<br>b) VAT Registration Certificate<br>c) CST registration Certificate  |
| 2       | COMPANY DETAILS | COMPANY DETAILS 1   | a) License from Government/ Statutory Authority as applicable.<br>b) Registration with the Registrar of Companies.   |
|         |                 | COMPANY DETAILS 2   | Manufacturing Licence (National/International).<br>(In case, manufacturing licence is not required / applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted)   |
| 3       | CREDENTIAL      | CREDENTIAL 1        | Performance Statement Form (For the period of last three calendar years ending December 2013) - Form 6 of Section V  |
|         |                 | CREDENTIAL 2        | -----  |
| 4       | DECLARATION     | DECLARATION1        | Income Tax returns for 2010-11, 2011-12 & 2012-13.   |
|         |                 | DECLARATION2        | Acknowledgement of VAT Returns for 2012-2013 /VAT Clearance Certificate.   |
|         |                 | DECLARATION3        | Acknowledgement of CST Returns for 2012-2013 /CST Clearance Certificate.   |
|         |                 | DECLARATION4        | Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for, Acceptance of Terms and Conditions of NIT and its Amendments and Addendums thereto. (As per Form 9 of Section V).<br><br><i>Note: Technical evaluation of the bid will be taken up only after scrutiny of Form 9 (NIT Acceptance Form) duly notarized.</i> |
|         |                 | DECLARATION 5       | Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- as per Form - 7.  |

|   |                |                               |   |
|---|----------------|-------------------------------|---|
| 5 | EQUIPMENT      | MACHINERIES 1                 | Manufacturer's Authorization (If applicable) as per Form 5 of Section V   |
|   |                | MACHINERIES 2                 | List of installations & commissioning in India of offered model. (self declaration)   |
|   |                | MACHINERIES 3                 | Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation. At least 1 (one) client / user should be in India. |
| 6 | FINANCIAL INFO | P/L & BALANCE SHEET 2011-2012 | P/L & Balance sheet 2011-2012   |
|   |                | P/L & BALANCE SHEET 2012-2013 | P/L & Balance sheet 2012-2013   |

## (ii) Statutory Documents

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

1. EMD (Scanned copy of the instrument through which EMD have been submitted)
2. Declaration of the bidder on letter head that "We agree to submit a 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 <b>(Self Declaration)</b> with Technical Data Sheet   |
| 2 | Comparative Data Table of the Technical Specifications (Form No. 3 of Section V)   |
| 3 | 2 sets of Brochure of the offered product / model.   |
| 4 | CE ("Conformité Européene") / US FDA approval Certificate of the offered model, as applicable<br>CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits.                                   |
| 5 | Pre-requisites of installation like [Power (KVA, Phase, Hz) and any other requirement, if any]   |
| 6 | Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years 2010-11, 2011-12 & 2012-13 (Rs in Crore) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 10</b> |
| 7 | Average Annual sale of Ultrasound Machine in India of the Company during the last 3 Financial Years 2010-11, 2011-12 & 2012-13 - to be certified by practicing Chartered Accountant as per format given in <b>FORM 11</b>                  |
| 8 | Service personnel of the Company maintaining medical equipments within the country- to be certified by practicing Chartered Accountant as per format given in <b>FORM 12</b>   |
| 9 | Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation. At least 1 (one) client / user <b>of the quoted model</b> should be in India.                             |

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

**iii) BID - C [Bill of Quantity (BOQ) and the Statement of Breakup of Duties and Taxes]**

BOQ shall contain the financial quotes in respect of (a) **Gross Price of Equipment and Probes** (b) **Comprehensive Maintenance Contract (CMC) charges**.

The Tenderer should upload in addition Statements (as per **Form 8 of Sec V**) stating the breakup for Duties and Taxes for the above.

(a) **Gross Price of Equipment and Probes** : includes value of goods, accessories & ancillaries and taxes, duties, freight charges, insurance, installation, commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable. **Entry tax @ 1% should also be considered in the Gross Price.**

(b) **Comprehensive Maintenance Contract (CMC) charges** (excluding taxes and charges): include CMC charges of

(i) The equipment and the probes including all other accessories and ancillaries as given in the specification of the equipment.

The rates are to be quoted year wise. The annual CMC charges shall be paid quarterly in four equal instalments.

(c) 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 and CMC charges.

(ii) Cost of Consumables & Spares as per Form 13(a) and 13(b)

**Comparison of Financial Bids would be based on the sum of 'a' & 'b' taken together. The rates quoted shall be firm and no variation will be allowed during the period of contract.**

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

**N.B.**

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

### 34. Tender Evaluation

#### (A) Eligible Bidder

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 eligible Tenderer for technical evaluation will be based on the following conditions:

- i) **Scrutiny of Form 9 (NIT Acceptance Form) duly notarized** - to proceed further for scrutiny of the checklist document
- ii) **Scrutiny of documentary evidence as per Form 1: Check-list, Section V of Bid document submitted by the Tenderers - to decide on the eligibility of the bidder**

After verification of the above (i) and (ii) the bids of the eligible bidders will further be technically evaluated

#### (B) Technical Evaluation

##### (i) Non spec indicators

Marks would be assigned to each bidder on the basis of the following parameters and weights assigned to each for judging their technical qualification in relation to the bid.

| Serial | Indicator  | Maximum Marks | Weightage |
|--------|--|---------------|-----------|
| 1      | Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years 2010-11, 2011-12 & 2012-13 (Rs in Crore) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 10</b> | 100           | 0.35      |
| 2      | Average Annual sale of Ultrasound Machine in India of the Company during the last 3 Financial Years 2010-11, 2011-12 & 2012-13 - to be certified by practicing Chartered Accountant as per format given in <b>FORM 11</b>                  | 100           | 0.35      |
| 3      | Service personnel of the Company maintaining medical equipments within the country- to be certified by practicing Chartered Accountant as per format given in <b>FORM 12</b>   | 100           | 0.3       |

Each of the aforesaid indicators would be evaluated on a scale of 0 to 100, considering the score of the bidder with the highest absolute value as 100, and reducing the absolute values of the remaining bidders to suitable values between 0 and 100 following the unitary method. All scores should be rounded off to the nearest integral value in the scale of 0 to 100. The weighted average of all the three indicators would constitute the **Score for Non Spec indicators** of a bidder.

## **(ii) Spec Indicator**

Technical specifications of the equipment will be undertaken based on the report of onsite physical inspection of the equipments at facilities where installed and not ex- factory. However, onsite physical inspection will be conducted only in respect of the equipments of the bidders who have succeeded in A (i), A (ii) and B (i) of Tender Evaluation.

The functional demonstration (i.e. onsite physical inspection) of the equipment is purely at the discretion of the Technical Bid Evaluation Committee and its input shall be treated as only corroborative in nature and will not be a substitute for technical evaluation of the document submitted along with the bid. The decision of the Technical Committee in this regard will be final.

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

1. Secure **50** in Non Spec indicators; and
2. Comply with all the technical specifications except minor deviation(s)

Financial Bids of the technically qualified Bidders would be opened.

- i. The Bid - C (Financial Bids) of only those Tenderers qualifying the above evaluation will be opened.

**Comparison of Financial Bids would be based on the sum of 'a' & 'b' taken together 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.

### **35. Responsiveness of Bids**

- 35.1 WBMSCL's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 35.2 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.

35.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by **WBMSCL**

**36. Examination of Terms and Conditions and Technical Evaluation**

36.1 **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.

36.2 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.

**37. Domestic Preference**

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

**38. Financial evaluation**

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

**39. 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 or decrease the quantity of goods and related services originally specified in Section IV, Schedule of Requirements, provided this does not exceed 40 % (Forty percent) above or 20% (Twenty percent) below the original required quantity 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

### **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 Neonatal Ultrasound with Multimodality Probe 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:

- 2.1 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.
- 4.2 In case the goods are high radiation material itself or any component of the same emits radiation the same should be packaged to prevent or insulate such radiation so that no health hazard is caused to the user.

## 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 visit each installation site as recommended in the manufacturer's technical/ service operational manual, but **at least once in three months** during the warranty period for preventive maintenance.
- 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 / delayed setting up of Services at Section I: Instructions to Tenderers under sub-section A. Important information at a glance**

## 15. PENALTY FOR DEFAULT:

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

- 15.1 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 | <ul style="list-style-type: none"> <li>a. Forfeiture of EMD</li> <li>b. May lead to blacklisting in FIRST PARTY for at least 5 years</li> </ul>  |
| Non execution of agreement within 14 days of issue of AOC                              | <ul style="list-style-type: none"> <li>a. Forfeiture of EMD</li> <li>b. Blacklisting for 5 years in FIRST PARTY</li> <li>c. Blacklisting to be circulated to all procurement agencies throughout the country</li> </ul>  |
| Supplying refurbished goods instead of new   | <ul style="list-style-type: none"> <li>a. Termination of Contract.</li> <li>b. Blacklisting for life.</li> <li>c. Blacklisting to be circulated to all procurement agencies throughout the country.</li> <li>d. Forfeiture of the Performance Bank Guarantee. Lodging FIR.</li> </ul>          |
| Breach of Agreement  | <ul style="list-style-type: none"> <li>a. Termination of Contract.</li> <li>b. Blacklisting for life</li> <li>c. Blacklisting to be circulated to all procurement agencies throughout the country.</li> <li>d. Forfeiture of the Performance Bank Guarantee</li> <li>e. Lodging FIR</li> </ul> |

## **16. CHANGES IN QUANTITY:**

FIRST PARTY may at any time by written instruction vary the general scope of this Contract by 40% (forty percent) above or 20% (twenty 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.

## **17. TERMINATION FOR CONVENIENCE:**

- 17.1 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.
- 17.2 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.

## **18. TERMINATION FOR DEFAULT:**

- 18.1 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:
- 18.1.1 The SECOND PARTY fails to deliver any or all of the Goods within the period specified in the Contract;
- 18.1.2 The SECOND PARTY fails to perform any other obligation under the Contract;
- 18.1.3 The SECOND PARTY, in the judgment of FIRST PARTY, has engaged in fraud and corruption, in competing for or in executing the present Contract;
- 18.1.4 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;
- 18.1.5 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;
- 18.1.6 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.

- 18.1.7 Non-compliance of all statutory norms and applicable laws relating to the said contract will entitle FIRST PARTY to terminate the contract.
- 18.2 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.

## **19. CONSEQUENCES OF TERMINATION:**

- 19.1 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:
- 19.1.1 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;
- 19.1.2 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;
- 19.1.3 Transfer title and deliver to FIRST PARTY any Goods remaining to be delivered as stipulated in the notice of termination; and
- 19.1.4 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.
- 19.2 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.

## **20. CONFIDENTIALITY:**

- 20.1 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.

- 20.2 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.
- 20.3 The obligation of a party under the two foregoing paragraphs shall not apply to information that:
  - 20.3.1 Now or hereafter enters the public domains through no fault of that party;
  - 20.3.2 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
  - 20.3.3 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

## **21. FORCE MAJEURE:**

- 21.1. 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.
- 21.2. In the event of and as soon as possible after the occurrence of any cause constituting Force majeure, the SECOND PARTY shall give notice and full particulars in writing to FIRST PARTY, of such occurrence or cause if the SECOND PARTY is thereby rendered unable, wholly or in part to perform its obligations and meet its responsibilities under the contract. The SECOND PARTY shall also notify FIRST PARTY of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the contract. Not more than fifteen (15) days following the provision of such notice Force majeure or other changes in conditions or occurrence, the SECOND PARTY shall also submit a statement to FIRST PARTY of estimated expenditure that will likely be incurred for the duration of the change in condition or the event. On receipt of notice or notices required hereunder, FIRST PARTY shall take such action as it considers, in its sole desertion, to be appropriate or necessary in the circumstances, including the granting to the

SECOND PARTY of a reasonable extension of time in which to perform any obligations under the contract.

- 21.3. 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.
- 21.4. 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.

## **22. 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.

## **23. BENEFITS, CORRUPTION AND FRAUD:**

- 23.1 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.
- 23.2 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.

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

## **24. 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.

## **25. ASSIGNMENT:**

- 25.1 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.
- 25.2 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:
- 25.2.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and
- 25.2.2 Such reorganization arises from sale, merger, or acquisition of all or substantially all of the SECOND PARTY's assets or ownership interest; and
- 25.2.3 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.
- 25.3 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.

## **26. 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

## **27. ARBITRATION:**

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.
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.

## **28. 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.

## 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><b>Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</b></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><b>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</b></p> <p><b>I. For Goods supplied from abroad :</b></p> <p>(A) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b>; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</p> <p>(ii) Negotiable, clean, on-board through bill of lading marked “freight prepaid” and indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b>, and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements;</p> <p>(iii)Packing list identifying contents of each package;</p> <p>(iv)Manufacturer’s Warranty Certificate covering all items supplied;</p> |
|--------|---------|--|



- (v) Manufacturer's Certificate of Origin covering all items supplied;
- (vi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;
- (vii) Manufacturer will submit a pre-shipment advisory note to purchaser & consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee;
- (viii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC).

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

## II. For Goods from within India

- (A) Upon the delivery of the Goods, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising one original and one copy of the following:
  - (i) Commercial invoice, indicating the **West Bengal Medical Services Corporation Limited** as the Purchaser on behalf of the **Department of Health and Family Welfare, Government of 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;
  - (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;
  - (iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);
  - (iv) Packing list identifying contents of each package;
  - (v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;
  - (vi) Manufacturer will submit a pre-shipment advisory note to purchaser & consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee.

|         |           |  |
|---------|-----------|--|
| SCC -2  | GCC - 29  | <p><b>Add clause 29- Payment Terms -</b></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 - 30  | <p><b>Add clause GCC 30- The Comprehensive Maintenance Contract (Including Spare parts)</b></p> <p>(i) The Consignees/ Government of West Bengal / Operation &amp; Maintenance (O&amp;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 &amp; calibration as per technical/service/operational manual, labour and spares.</p> <p>(ii) The CMC includes repairs of entire system, preventive maintenance, testing &amp; 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 -30.1 | <p><b>Add GCC clause 30.1</b></p> <p>For both Warranty and CMC, as per table 8. Service Up time in Warranty &amp; CMC at <b>Section I: Instructions to Tenderers under sub-section A. Important information at a glance.</b></p>   |
| SCC - 5 | GCC - 31  | <p><b>Add GCC clause 31</b></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 8 (eight) months from the date of signing of the contract.</p>   |
| SCC - 6 | GCC -32   | <p><b>Add GCC clause 32</b></p> <p>The successful bidder shall undertake to commission the equipment including the interiors of the site as per technical specification mentioned in <b>Section IV. Schedule of Requirements.</b></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

| Description of Goods                         | Quantity | Unit    | Consignee List       |
|--|----------|---------|----------------------|
| Neonatal Ultrasound with Multimodality Probe | 13       | Numbers | To be notified Later |

**Please note:**

The Consignee Receipt Certificate (CRC) will be issued to the Vendor within 72 hours of the delivery at the Consignee address.

## 2. Technical Specifications for Neonatal Ultrasound with Multimodality Probe

- a) System shall provide all digit broadband technology using all digit time delay circuits, implemented using ASICs. There shall be no analog delay line components employed in the construction of beam former.
- b) System should have minimum 1024 digitally processed channels for simultaneous formation, acquisition and delay processing of multiple ultrasound beams.
- c) The system must use a Frequency (Fusion Compounding )Compounding Technique where by a broad band width of digital signal are broken down into multiple sub - bands and processed in parallel before “fused “ into a single image to reduce speckle noise and optimize tissue contrast , while retaining spatial and contrast resolution.
- d) System should have 2D, M-Mode, color Flow , PW, CW, steerable CW and Directional Color power Angio Facility , one button optimization for 2D and Doppler modes, Auto Doppler calculation taking the entire sample acquired.
- e) System should have minimum 230 frames per second.
- f) The system should be capable of supporting the Extreme Resolution adaptive image processing technique that performs analysis at the pixel level.
- g) The System should support broadband multi frequency Phased and Liner Array and convex Array transducer technologies . Frequency processing facility for this transducer should be 2-15 MHz. This should be available without the need of frequency switching.
- h) Side pot TGC & gain optimization in the lateral walls (LGC) with pre-defined curves.
- i) Triplex Imaging
- j) 15”High Resolution non -interlaced LCD monitor with articulating arm & tilt & swivel facility.
- k) System should have minimum scanning depth of 24cm.
- l) System should at least 232 dB full time input dynamic range.
- m) System should have cine loop image review up to 1000 frames and should have dual loop frames and should have dual loop facility for simultaneously full screen left and right display.
- n) System should provide a technique that automatically maintains optimal angle to

flow and assists in delivering accurate and consistent Doppler velocity measurements.

- o) System should be a new generation ergonomically designed to curb minimum injury to the sonographer /Physician with keyboard platform rotatable and moveable(up/down)
- p) Tissue harmonic imaging
- q) Simultaneous real time display Angio/Color Doppler and Gray scale images side by side.
- r) System should support Tissue Harmonic Imaging facility in phased Array, Convex Array, Linear Array.
- s) Linear Array should have extended field of view on side of the linear array.
- t) System should have minimum 3 active transducer connectors/ports.
- u) Online Help function and system manual accessible via dedicated "Help" Key on the control panel.
- v) System should have more than 200 GB hard drive.
- w) On board Image Management - should have facility to (A) direct digital storage of single B/W and color loops to internal hard disk and compact disk and (C) print patient reports and images directly on plain paper print thru USB connector.
- x) Should be FDA or CE approved product.
- y) Fully function measurement facility and calculation should be possible.
- z) Following Transducer to be quoted as standard:
  - i) 2-5 MHz curved Array Transducer
  - ii) 3-12 MHz curved Array Transducer
  - iii) 5MHz-10 MHz linear Transducer.
  - iv) Small footprint of phased array for neonatal head ultrasound.
  - v) warranty for 5 year and CMC for 5 year
- aa) Direct PC transfer and provision for printing.
- bb) External UPS backup of minimum 30 minutes.

### **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 including Probes, 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 including Probes, alternative working equipment including Probes shall be first made available to the consignee to avoid any disruption in the clinical work.

#### **iii. MAINTENANCE**

- a. CMC shall be as per the specification after the expiry of warranty, unless specified otherwise.
- b. During CMC, cost and responsibility of the transport/shifting of the equipment including Probes, 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 including Probes, alternative working equipment including Probes shall be first made available to the consignee to avoid any disruption in the clinical work.
- c. Subject to (b) above, CMC services shall be provided at the site of the equipment, within the prescribed response time.

### **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 including Probes
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment including Probes

- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied equipments including Probes 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 including Probes.

#### 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: 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:** All the documents mentioned below are essential for qualifying in the technical evaluation.

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

| <b>Non statutory documents to be submitted under <u>My Document</u></b> |   |               |                       |        |
|---|---|---------------|-----------------------|--------|
| Sl. No.   | Activity  | Yes/No<br>/NA | Page No<br>in the Bid | Remark |
| 1   | PAN Card  |               |                       |        |
| 2   | VAT Registration Certificate  |               |                       |        |
| 3   | CST Registration Certificate  |               |                       |        |
| 4   | License from Government/ Statutory Authority as applicable.   |               |                       |        |
| 5   | Registration with the Registrar Of Companies  |               |                       |        |
| 6   | Manufacturing Licence (National / International)<br>(In case, manufacturing licence is not required / applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted) |               |                       |        |
| 7   | Performance Statement Form (For the period of last three calendar years ending December 2013 ) - Form 6 of Section V  |               |                       |        |
| 8   | Income Tax returns for 2010-11, 2011-12 & 2012-13.  |               |                       |        |
| 9   | Acknowledgement of VAT Returns for 2012-2013 /VAT Clearance Certificate.  |               |                       |        |
| 10  | Acknowledgement of CST Returns for 2012-2013 /CST Clearance Certificate.  |               |                       |        |
| 11  | Legal declaration affirmed before a First Class   |               |                       |        |

|                | Magistrate / Notary on non judicial stamp paper of Rs. 100/- for, Acceptance of Terms and Conditions of NIT and its Amendments and Addendums thereto. (As per Form 9 of Section V).<br><i>Note: Technical evaluation of the bid will be taken up only after scrutiny of Form 9 (NIT Acceptance Form) duly notarized.</i> |            |                    |        |
|----------------|--|------------|--------------------|--------|
| 12             | Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- as per Form - 7.  |            |                    |        |
| 13             | Manufacturer's Authorization (If applicable) as per Form no. 5 of Section V  |            |                    |        |
| 14             | List of installations & commissioning in India of offered model. (self declaration)  |            |                    |        |
| 15             | Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation. At least 1 (one) client / user should be in India.  |            |                    |        |
| 16             | P/L & Balance sheet 2011-2012  |            |                    |        |
| 17             | P/L & Balance sheet 2012-2013  |            |                    |        |
| <b>BID - A</b> |  |            |                    |        |
| Sl. No.        | Activity   | Yes/No /NA | Page No in the Bid | Remark |
| 18             | Earnest Money Deposit (EMD)/ Bid Security in the form of Demand Draft (DD)   |            |                    |        |
| 19             | 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</b> |  |            |                    |        |

| Sl. No. | Activity   | Yes/No /NA | Page No in the Bid | Remark |
|---------|--|------------|--------------------|--------|
| 20      | Model of the equipment offered for <b>(Self Declaration)</b> with Technical Data Sheet   |            |                    |        |
| 21      | Comparative Data Table of the Technical Specifications (Form No. 3 of Section V)   |            |                    |        |
| 22      | 2 sets of Brochure of the offered product / model.   |            |                    |        |
| 23      | CE ("Conformité Européene") / US FDA approval Certificate of the offered model, as applicable<br>CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits.                                   |            |                    |        |
| 24      | Pre-requisites of installation [Power (KVA, Phase, Hz), Civil and any other requirement, if any]   |            |                    |        |
| 25      | Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years 2010-11, 2011-12 & 2012-13 (Rs in Crore) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 10</b> |            |                    |        |
| 26      | Average Annual sale of Ultrasound Machine in India of the Company during the last 3 Financial Years 2010-11, 2011-12 & 2012-13 - to be certified by practicing Chartered Accountant as per format given in <b>FORM 11</b>                  |            |                    |        |
| 27      | Service personnel of the Company maintaining medical equipments within the country- to be certified by practicing Chartered Accountant as per format given in <b>FORM 12</b>   |            |                    |        |
| 28      | Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation. At least 1 (one) client / user of the <b>quoted model</b> should be in India.                             |            |                    |        |

## Form 2: PROFORMA OF CERTIFICATE

(FOR ISSUE BY THE CONSIGNEE AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT INCLUDING PROBES)

No: \_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject: Certificate of commissioning of equipment including Probes and its satisfactory and faultless functioning for 90 days after commissioning.**

1. 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 and a set of spares (subject to remarks in Para no. 02) in accordance with the contract / technical specifications. The same has been commissioned.

- a) Contract No. / Supply Order No. \_\_\_\_\_  
Dated \_\_\_\_\_
- b) Description of the equipment (s) \_\_\_\_\_
- c) Serial no. of the equipment (s) \_\_\_\_\_
- d) Quantity \_\_\_\_\_
- e) Bill of landing / airway bill / railway receipt / goods consignment note no. \_\_\_\_\_  
Dated \_\_\_\_\_
- f) Date of commissioning \_\_\_\_\_
- g) Date of completion of 90 days satisfactory and faultless functioning of equipment. \_\_\_\_\_

2. Details of accessories / spares not yet supplied and recoveries to be made on that account:

| Sl. | Description of item | Quantity | Amount to be recovered |
|-----|---------------------|----------|------------------------|
|     |                     |          |                        |
|     |                     |          |                        |

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment (s).

4. This will be without prejudice to the recoveries / penalties / LD which become payable due to omission or commission on the part of the Second and Third Party as per the Agreement, Supply Order and LOC.

Signature

Name

Designation with Stamp

*\*\*\*Explanatory notes for filling up the certificate:*

- (i) He has supervised the commissioning of the equipment (s) in time, i.e. within the time specified in the contract.*
- (ii) Training of personnel has been done by the supplier as specified in the contract.*
- (iii) It should always be kept in mind that satisfactory commissioning means satisfactory and faultless functioning of the equipment for 90 days and of works conducted there under covered the contract in working order.*

### **Form 3: Technical Specification Form** (Comparative Data Table)

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.

Schedule No. \_\_\_\_ :

| <i>WBMSCL's minimum Technical Requirements</i> | <i>Please fill-in</i> |
|--|-----------------------|
|  |                       |
|  |                       |

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

YES                      NO

**ANY DEVIATIONS MUST BE LISTED BELOW:**

-----

## Form 4: 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(s)]*



## Form 5: Manufacturer's Authorization Form

*[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions in the bid document. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the 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 Clause 13 of the General Conditions for Goods, with respect to the Goods offered by the above firm.

Authorised Signatory of the Manufacturer\_\_\_\_\_

Name\_\_\_\_\_

Designation with stamp\_\_\_\_\_

Date\_\_\_\_\_

## Form 6: Performance Statement Form

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

Bid no: \_\_\_\_\_

Date of Opening: \_\_\_\_\_

Name of the Firm \_\_\_\_\_

| Order placed by<br>(Full address of purchaser) | Order no & date | Description & quantity of ordered items | Value of Order | Date of completion of Delivery |        | Remarks indicating reasons of late delivery, if any | Was the supplies of goods satisfactory |
|--|-----------------|---|----------------|--------------------------------|--------|---|--|
|  |                 |   |                | As per Contract                | Actual |   |  |
|  |                 |   |                |                                |        |   |  |
|  |                 |   |                |                                |        |   |  |
|  |                 |   |                |                                |        |   |  |
|  |                 |   |                |                                |        |   |  |

Signature and seal of the Tenderer

\_\_\_\_\_

Countersigned by and seal of Chartered Accountant -----

## Form 7: No adverse report, non conviction and successful commissioning of equipment

This is to certify that

- a) There is no adverse report against the equipment offered by.....  
(Insert Tenderer's name)
  
- b) [Name of the company] have never been convicted in any State and Govt. of India
  
- c) [Name of the company] have successfully commissioned ..... number of the offered equipment globally in last 3 calendar years (i.e. from 01.01.2011 to 31.12.2013)

Authorised Signatory of Tenderer \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

Date \_\_\_\_\_

## Form 8: Statement of Breakup of Duties and Taxes

| Sl. No. | Particulars  | Percentage | Price (In INR) |
|---------|--|------------|----------------|
| 1       | Basic Price of Ultrasound System including all accessories & ancillaries |            |                |
| 2       | Basic Price of 2 - 5 MHz curved Array Transducer                         |            |                |
| 3       | Basic Price of 3 - 12 MHz curved Array Transducer                        |            |                |
| 4       | Basic Price of 5 - 10 MHz curved Array Transducer                        |            |                |
| 6       | Customs Duties, if any   |            |                |
| 7       | Excise Duties, if any  |            |                |
| 8       | Freight Charges, if any  |            |                |
| 9       | Insurance, if any  |            |                |
| 10      | CST  |            |                |
| 11      | VAT  |            |                |
| 12      | Entry tax @ 1%   |            |                |
| 13      | Installation, commissioning and end user training charge, if any         |            |                |
| 14      | Others, if any   |            |                |
|         | <b>Gross Price</b>   |            |                |

## Form 9: NIT Acceptance Form

Certified that all the terms and conditions of the NIT (mention NIT no.) and its Amendments and Addendum thereto are read and accepted without any modification or condition(s).

Authorized Signatory  
Company Seal

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*Note: Technical evaluation of the bid will be taken up only after scrutiny of form no. 9 (NIT Acceptance Form) duly notarized.*

## Form 10: Turnover certificate

I certify that Average Annual Turnover of *(insert the name of the company)* in medical equipment division during the last 3 Financial Years 2010-11, 2011-12 & 2012-13 is Rs. .... ( in Crore) as per the Audited Accounts of the Organization.

Signature and seal of Chartered Accountant

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## Form 11: Average Annual sale Certificate

I certify that Average Annual sale of Neonatal Ultrasound With Multimodality Probe *(strike off which one is not required)* in India of *(insert the name of the company)* during the last 3 Financial Years 2010-11, 2011-12 & 2012-13 is Rs. .... ( in Crore) as per the Audited Accounts of the Organization.

Signature and seal of the Chartered Accountant

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## Form 12: Certification of Service Personnel

I certify that \_\_\_ numbers of Service personnel for *(insert the name of the company)* are maintaining medical equipments in India.

Signature and seal of the Chartered Accountant

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### Form 13(a): Prices for Consumables

| NEONATAL ULTRASOUND WITH MULTIMODALITY PROBE |       |  |
|--|-------|--|
| Sl. No                                       | Items | All inclusive cost of 1(one) number in INR |
| 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 & CMC period

### Form 13(b): Prices for Spares

| NEONATAL ULTRASOUND WITH MULTIMODALITY PROBE |       |  |
|--|-------|--|
| Sl. No                                       | Items | All inclusive cost of 1(one) number in INR |
| 1  |       |  |
| 2  |       |  |
| 3  |       |  |

## **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]*

ITB 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)<sup>1</sup> 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]*,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

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

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

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

<sup>2</sup> 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."