

Notice Inviting e-Tender

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

Phone No (033) 40340307/20
E mail: procurement@wbmsc.gov.in

SUPPLY OF 4 DIMENSIONAL COMPUTER TOMOGRAPHY SIMULATOR MACHINE IN THE HOSPITALS OF THE GOVERNMENT OF WEST BENGAL.

(Submission of Bid through *online*)

Bid Reference No.: WBMSCL /NIT- 113 /2017

Dated –08.12.2017

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf **4 Dimensional Computer Tomography (4D CT) Simulator Machine** 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 **4 Dimensional Computer Tomography (4D CT) Simulator Machine** 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	08.12. 2017
2.	Documents download start date (Online)	08.12. 2017
3.	Date of Pre bid Meeting with the intending Tenderers in the Conference Hall of West Bengal Medical Services Corporation Limited	18.12.2017 at 11:00 AM
4.	Bid submission start date (On line)	19.12.2017
5.	Documents download end date (Online)	29.12.2017
6.	<p>Bid submission closing (On line) Bid submission includes: i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file) 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 Duties and Taxes & Prices of consumables, spares etc.)</p> <p>Detailed list of documents annexed at Section V Check-List Form</p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A & Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><i>Any wrong or misleading information provided by the Tenderer during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCL for at least 5 years.</i></p> <p>Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.</p>	29.12.2017; up to 5:00 p.m.
7.	<p>Last date of submission of all hard copies of the documents uploaded in e-tender during bid submission <u>except BOQ</u> at the registered office of WBMSCL in two separate envelopes,</p> <p>i) In one envelope: Earnest Money Deposit (Demand Draft / Pay Order / Bank Guarantee)</p> <p>ii) In the other envelope: The hard copies of the uploaded documents (except BOQ) arranged in the same sequence as given in the Check List and copy of acknowledgement generated by e-tender portal against the documents uploaded during bid submission. All the documents should be appropriately flagged.</p>	02.01.2018; up to 5:00 p.m.
8.	Bid opening date for Technical Proposals (Online)(Bid A & B)	02.01.2018; after 5:00 p.m.
9.	Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation	03.01.2018
10.	Functional demonstration of the equipment	09.01.2018 to 12.01.2018
11.	Submission of non-statutory Wanting document (if any)	Within 09.01.2018 till 05:00 PM
12.	Opening of Financial Bid	To be notified later

Section I: Instructions to Tenderers

A. Important information at a glance

Whenever there is a conflict, the provisions herein (i.e. in Important Information at a glance) shall prevail over those in the General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)

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

1. Tender Details

Item	Qty	Warranty	Comprehensive Maintenance Contract (CMC)
4 Dimensional Computer Tomography (4D CT) Simulator Machine	2	2 Year	8 Years

2. Tender Fees: Exempted

3. Earnest Money Deposit (EMD) (E)

Item	Amount In Lakh INR	Instrument
4 Dimensional Computer Tomography (4D CT) Simulator Machine	25.00	In the form of Bank Guarantee (BG) as per format given in Form: 4 valid for 180 days

4. Annual Turnover Requirements: (E)

The Tenderers should have annual sales turnover (i.e. total turnover of the company) of minimum on an average of last three financial years (2014-15, 2015-16 and 2016-17) as per the Audited Accounts of the Organization as mentioned in the table below:

Item	ANNUAL TURNOVER in Crore Rs.
4 Dimensional Computer Tomography (4D CT) Simulator Machine	30.0

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

Item	Timeline in days
4 Dimensional Computer Tomography (4D CT) Simulator Machine	120

5. (b) Payment Terms

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

6. Performance Security (PS)

(In the form of unconditional and irrevocable Bank Guarantee)

4 Dimensional Computer Tomography (4D CT) Simulator Machine
10% of the Bid Value (Validity should be till the completion of Warranty + 60 days).

7. Who can Bid (E)

4 Dimensional Computer Tomography (4D CT) Simulator Machine
(a) Manufacturing Company (b) Manufacturer's subsidiary in India

8. Service Up time in Warranty & CMC

4 Dimensional Computer Tomography (4D CT) Simulator Machine
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: Rs 20000 per 24 hour per machine Penalty for Downtime after 48hrs: Rs 40000 per 24 hour per machine

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

4 Dimensional Computer Tomography (4D CT) Simulator Machine

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)

4 Dimensional Computer Tomography (4D CT) Simulator Machine
The manufacturer whose product is offered by the Tenderer must have commissioned at least 3 (three) units of the offered model which are functioning satisfactorily as on the date (s) of physical inspection & functional/working demonstration.
The offered equipment must be from manufacturing unit having the ISO quality certification. The certificate must be valid and established by an internationally recognised inspection company.
Tenderers shall invariably furnish documentary evidence / Client's certificate of at least 3 (three) users of the quoted model in support of the satisfactory operation in India.
Confirmation from manufacturer of the offered equipment that all the facilities exist in his factory for inspection and testing and these will be made available to WBMSCL or his representative, if inspection is considered necessary.

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

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

Note1: Warranty and CMC includes the equipment, all accessories and ancillaries as given in the specification of the equipment and all the accessories and ancillaries required for the site preparation and interiors (if included in the particular schedule of requirement).

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.

Note3: In the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce, the Tenderer should be duly authorized by the manufacturer of the Goods who meets the criteria under

- (1) Above (all supporting documents / information as asked above for manufacturer shall be submitted with the bid) and
- The manufacturer furnishes a legally enforceable authorization in the prescribed Form assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and
 - The Tenderer, as authorized by the manufacturer, must have supplied and provided after sales service of similar model in the Schedule of Requirements in any one of the institutions within India in the last five (5) years, which must be in satisfactory operation at least for one year on the date of bid opening.

Note 4: Service Centres

- Preferably at Kolkata, Siliguri and Durgapur

Note 5: In case extension required, Bank Guarantees are to be renewed prior to 30 days of their expiry.

12. General Instructions

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

B. General

11. Scope of Bid

- 11.1 The type of goods and related services to be purchased is: **Supply and Commissioning of 4 Dimensional Computer Tomography (4D CT) Simulator Machine in the hospitals 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:

- ii) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by WBMSCL to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under these Bidding Documents ; or

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 procurement@wbmsc.gov.in

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, the Statement of Breakup of Taxes & Duties and Cost of Consumables & Spares)
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
- (i) The rate of the equipment in INR only.
 - (ii) Cost of site Preparation including interiors in INR only
 - (iii) Cost of year wise CMC charges in INR only.
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 **2 years** 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 **2 (two)** years from the date of signing of the contract.

29. Earnest Money Deposit (EMD):

29.1 The EMD shall be in the form of The EMD shall be paid online / offline 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 Sathi, 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 b) 15 – digit Goods and Services Taxpayer Identification Number (GSTIN) c) Service Tax registration Certificate d) VAT Registration Certificate e) CST registration Certificate
2	COMPANY DETAILS	COMPANY DETAILS 1	a) License from Government / Statutory Authority as applicable. OR b) Registration with the Registrar of Companies, if applicable.
		COMPANY DETAILS 2	a) Manufacturing Licence (National/International). (In case, manufacturing licence is not required / applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted) b) Current registration as SSI (if any)
3	CREDENTIAL	CREDENTIAL 1	Performance Statement Form (For the period of last three calendar years ending December 2016) - Form 6 of Section V
		CREDENTIAL 2	ISO certificate of the manufacturing factory
4	DECLARATION	DECLARATION1	Income Tax returns for assessment year 2014-15, 2015-16 & 2016-17
		DECLARATION2	Acknowledgement of VAT Returns for 2016-17 / VAT Clearance Certificate.
		DECLARATION3	Acknowledgement of CST Returns for 2016-17 / CST Clearance Certificate.
		DECLARATION 4	Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for, a) Acceptance of Terms and Conditions of NIT and its Amendments and Addendums thereto. (As per Form 9 of Section V). Note: Technical evaluation of the bid will be taken up only after scrutiny of Form 9

			<i>(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 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 in India.
6	FINANCIAL INFO	P/L & BALANCE SHEET 2013-2014	P/L & Balance sheet 2014-2015
		P/L & BALANCE SHEET 2014-2015	P/L & Balance sheet 2015-2016
		P/L & BALANCE SHEET 2015-2016	P/L & Balance sheet 2016-2017

(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 (Self Declaration) with Technical Data Sheet
2	Compliance Sheet of the Technical Specifications (Form No. 3 of Section V) duly signed & stamped by Authorized signatory of the Manufacturing company
3	2 sets of Brochure of the offered product / model.
4	CE ("Conformité Européene") Certificate & US FDA approval Certificate of the offered model (as applicable) <small>CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits</small>
5	Self declaration by the Tenderer for agreeing that WBMSCL will do Quality Check by Third Party Agency, If required
6	AERB type approval certificate of the offered model for the offered model
7	Confirmation from manufacturer of the offered equipment that all the facilities exist in his factory for inspection and testing and these will be made available to WBMSCL or his representative, if inspection is considered necessary.
8	Pre-requisites of installation like [Power (KVA, Phase, Hz) and any other requirement, if any].
9	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years 2014-15, 2015-16 & 2016-17 (in INR) - to be certified by practicing Chartered Accountant as per format given in FORM 11
10	Form 12: Declaration of Quality Certification of Equipment (as applicable)

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

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

BOQ shall contain the financial quotes in respect of (a) **Basic Price of Equipment** (b) **Cost of site preparation including interiors etc** and (c) **Comprehensive Maintenance Contract (CMC) charges**.

- (a) **Basic Price of Equipment (BP):** includes value of goods, accessories & ancillaries, 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 excluding applicable GST.
- (b) **Cost for site preparation including interiors etc.** excluding applicable GST
- (c) **Comprehensive Maintenance Contract (CMC) charges:** CMC charges should be quoted excluding of taxes(s) and it should include the following:
 - (i) The equipment including all other accessories and ancillaries as given in the specifications of the equipment including UPS, UPS Battery, X-Tube of CT scanner, etc.
 - (ii) All the accessories and ancillaries including Air conditioning machine required for the site Preparation and interiors

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

The equipment wise list for preventive maintenance is given in the table below,

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
4 Dimensional Computer Tomography (4D CT) Simulator Machine	2	8	1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period. 2. The supplier should provide Preventive Maintenance Services (PMS) yearly / bi - yearly / quarterly in equal interval to fulfill the minimum number of mandatory PMS as recommended in the previous column during warranty / CMC period. 3. The preventive maintenance includes testing & calibration as per technical / service / operational manual, spares, all software updates and labour.

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

- (i) Breakup for Duties and Taxes (as per Form 8 of Sec V) for equipment.
- (ii) Cost of Consumables & Spares as per Form 10(a) and 10(b).

Comparison of Financial Bids would be based on the sum of 'a', 'b' & 'c' 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. Evaluation of Bids

(A) Technical Evaluation

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

- i) **Scrutiny of Form 9 (NIT Acceptance Form) duly notarized**
- ii) **Scrutiny of documentary evidence as per Form 1: Check-list, Section V of Bid document submitted by the Tenderers**
- iii) **Evaluation of Spec indicator:**

Bidders should arrange for an onsite functional demonstration of the offered equipment on the notified date at facilities where installed in India. The evaluation of the spec indicator will be made based on the reports of the onsite functional demonstration of the equipments. The onsite functional demonstration 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.

Bidder has to comply with all parameters of the technical specifications except deviation(s) which will be considered minor and acceptable by the team of Experts to be engaged by WBMSCL to take working / functional demonstration of the offered equipments.

A bidder will be considered technically qualified if,

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

B. Financial Evaluation

Financial Bids (Bid - C) of the technically qualified Bidders would only be opened. **Comparison of Financial Bids would be based on the sum of 'a', 'b' & 'c' 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 40% (Forty 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 wbtenders.gov.in, www.wbmsc.co.in, www.wbmsc.gov.in, www.wbhealth.gov.in.

44. Signing of Contract

- 44.1 Prior to the expiry of the period of bid validity, WBMSCL shall issue Award of Contract (AOC). The draft agreement will be sent to the successful Tenderer along with the AOC and Special Conditions for Goods, if any.
- 44.2 Within 14 (fourteen) days of receipt of the AOC, the successful Tenderer shall sign and return the agreement to WBMSCL along with the required value of Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL.

45. Performance Security

- 45.1 Within 14 days of receipt of the AOC from WBMSCL, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL in accordance with the GCC, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to WBMSCL. WBMSCL shall promptly discharge the Bid Securities of the unsuccessful Tenderers pursuant to Instructions to Tenderers.
46. Failure of the successful Tenderer to submit the above-mentioned Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL and sign the agreement within 14(fourteen) days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

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

Section II. General Conditions of Contract

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

1. APPLICATION AND LEGAL STATUS OF THE PARTIES:

The General Conditions of Contract incorporated in section –II shall be applicable for the purchase and / or supply of **4 Dimensional Computer Tomography (4D CT) Simulator Machine** in the hospitals of the Government of West Bengal and to the extent the same are not superseded by the Special Conditions of Contract prescribed under section III, section IV or Schedule of Requirement of this document.

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

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

2. DEFINITIONS:

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

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

3. CONTRACT PRICE;

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

4. PACKAGING OF THE GOODS:

4.1 The SECOND PARTY shall package the Goods for delivery with the best materials that are adequate to safeguard the Goods while in transit and with all due care and according to the highest standards of export packaging for the type and quantities of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by FIRST PARTY as well as such other information as is customary for the Goods in question. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt, precipitation and open storage. The SECOND PARTY shall have no right to any return of the packing materials.

5. TRANSPORTATION AND FREIGHT:

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

6. DELIVERY OF GOODS:

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

7. INSPECTION OF THE GOODS:

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

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

7.3 **For goods supplied from within or outside India.**

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

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

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

8. ACCEPTANCE OF GOODS:

Under no circumstances shall FIRST PARTY be required to accept any goods that do not conform to the specifications of or requirements of the Contract. FIRST PARTY may condition acceptance of the goods upon the successful completion of acceptance tests, as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall FIRST PARTY be obligated to accept any goods unless and until FIRST PARTY has inspected the goods following commissioning of the goods in accordance with the requirements of the Contract. The goods shall be deemed to be accepted only after FIRST PARTY provides written acceptance.

9. REJECTION OF GOODS:

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

10. TITLE:

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

11. PERFORMANCE SECURITY:

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

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

- 11.3 Discharge of the Performance Security shall take place upon expiry of the Performance Security or the completion of all contractual liabilities of the Supplier as per as per table 6, Performance Security (PS) at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.
- 11.4 In the event of any amendment issued to the Contract, the Supplier shall, within 14 (fourteen) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.

12. WARRANTIES:

12.1 Goods Warranties:

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

- 12.1.1 The Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known in writing by FIRST PARTY to the SECOND PARTY and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
- 12.1.2 If the SECOND PARTY is not the original manufacturer of the Goods, the SECOND PARTY shall provide FIRST PARTY with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided hereunder;
- 12.1.3 The Goods are of the quality, quantity and description required by the Contract;
- 12.1.4 The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets.
- 12.1.5 Unless otherwise indicated in the Technical Specifications, this warranty shall remain valid for 1 (One) year after the Goods have been commissioned at the final destination indicated in the Contract subject to issue of certificate regarding date of commissioning issued by the consignee.
- 12.1.6 During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.
- 12.1.7 If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 12.1.8 The supplier shall, at all times, indemnify and keep indemnified the purchaser , free of cost, against all claims which may arise in respect of goods and services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the

same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

- 12.1.9 The supplier shall be responsible and shall indemnify on account of any emission or radiation that may cause harm to the user of the supplied product.
- 12.1.10 The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual and as mentioned in the bid document during the warranty / CMC period for preventive maintenance.
- 12.1.10 The Goods shall be new and unused. The SECOND PARTY shall remain responsive to the needs of FIRST PARTY for any services that may be required in connection with any of the SECOND PARTY's warranties under the Contract. All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by the Consignee in accordance with the Contract. During any period in which the SECOND PARTY's warranties are effective, upon notice by FIRST PARTY that the Goods do not conform to the requirements of the Contract, the SECOND PARTY shall replace the defective Goods with Goods of the same or better quality or fully reimburse FIRST PARTY for the purchase price paid for the defective Goods; and if having been notified by any means, the SECOND PARTY fails to replace the defective Goods within 30 days, FIRST PARTY may proceed to take such remedial action as may be necessary, at the SECOND PARTY's risk and expense and without prejudice to any other rights which FIRST PARTY may have against the SECOND PARTY under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of FIRST PARTY according to the circumstances of the Contract.

13.

INDEMNIFICATION:

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

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

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

BLACKLISTING:

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

16.

PENALTY FOR DEFAULT:

In case of failure by the Tenderer to perform according to this Contract 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.**

16.1

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

Nature of offence	Penalty to be imposed
Any wrong or misleading information provided by the Tenderer during submission of bids	a. Forfeiture of EMD b. May lead to blacklisting in FIRST PARTY for at least 5 years
Non execution of agreement within 14 days of issue of AOC	a. Forfeiture of EMD b. Blacklisting for 5 years in FIRST PARTY c. Blacklisting to be circulated to all procurement agencies throughout the country
Supplying refurbished goods instead of new	a. Termination of Contract. b. Blacklisting for 5 years. c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee. Lodging FIR.
Breach of Agreement	a. Termination of Contract. b. Blacklisting for 5 years. c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee e. Lodging FIR

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 40% (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.

29. QUALITY OF EQUIPMENT:

The equipment should have compliance with CE (European Conformity) standards & safety. In case the name of the offered model is not under the scope of the certification, the bidder will submit a notarized declaration in the format given in FORM 12: Declaration of Quality Certification of Equipment

Section III. Special Conditions of Contract

<p>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.</p>		
<p>SCC -1</p>	<p>GCC - 6</p>	<p>Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</p> <p>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</p> <p>I. For Goods supplied from abroad :</p> <p>(A) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising one original and one copy of the following:</p> <p>(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, 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 West Bengal Medical Services Corporation Limited as the Purchaser on behalf of the Department of Health and Family Welfare, Government of West Bengal and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</p> <p>(iii) Packing list identifying contents of each package;</p> <p>(iv) Manufacturer's Warranty Certificate covering all items supplied;</p> <p>(v) Manufacturer's Certificate of Origin covering all items supplied;</p> <p>(vi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;</p>

		<p>(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;</p> <p>(viii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC).</p> <p>The above documents shall be received by the 'Purchaser' at least 15 days before arrival of Goods at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses.</p> <p>II. For Goods from within India</p> <p>(A) Upon the delivery of the Goods, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the West Bengal Medical Services Corporation Limited as the Purchaser on behalf of the 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;</p> <p>(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the West Bengal Medical Services Corporation Limited on behalf of the West Bengal Medical Services Corporation Limited and delivery through to final destination as stated in the Contract;</p> <p>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(iv) Packing list identifying contents of each package;</p> <p>(v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer will submit a pre-shipment advisory note to purchaser & consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee.</p>
SCC -2	GCC - 30	<p>Add clause 30- Payment Terms -</p> <p>As per table 5 (b) Payment Terms at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.</p>

SCC-3	GCC - 31	<p>Add clause GCC 31- The Comprehensive Maintenance Contract (Including Spare parts)</p> <p>(i) The Consignees/ Government of West Bengal / Operation & Maintenance (O&M) Partner, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the SECOND PARTY, three months prior to the completion of Warranty Period, at the contracted price, for a period as specified in the tender after the expiry of the warranty period provided that this service shall not relieve the SECOND PARTY of any warranty obligations under this Contract. Wherever the Technical Specifications lay down a different period of CMC, this latter period shall prevail. The CMC will commence from the date of expiry of warranty period. The CMC includes preventive maintenance including testing & calibration as per technical/service/operational manual, labour and spares.</p> <p>(ii) The CMC includes repairs of entire system, preventive maintenance, testing & calibration, labour and spares and all software updates.</p> <p>(iii) The Comprehensive Annual Maintenance and Repair charges (after Warranty period) shall be paid quarterly in four equal instalments.</p> <p>(iv) Details of CMC requirements or otherwise, as spelt out in the Technical Specifications, will prevail over those given in this section.</p>
SCC - 4	GCC -31.1	<p>Add GCC clause 31.1</p> <p>For both Warranty and CMC, 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.</p>
SCC - 5	GCC - 32	<p>Add GCC clause 32</p> <p>The successful bidder shall be required to undertake supplies of quantity as per schedule of requirement in phases spread over a period of 2 years from the date of signing of the contract.</p>
SCC - 6	GCC -33	<p>Add GCC clause 33</p> <p>The successful bidder shall undertake to commission the equipment including the interiors of the site as per technical specification mentioned in Section IV. Schedule of Requirements.</p>

Section IV. Schedule of Requirements

Contents

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

1. List of Consignee

Description of Goods	Quantity	Unit	Consignee List
4 Dimensional Computer Tomography (4D CT) Simulator Machine	2	Number	RG Kar MCH (1 unit); Consignee for another will 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

4 DIMENSIONAL COMPUTER TOMOGRAPHY SIMULATOR MACHINE DEDICATED FOR RADIATION THERAPY PLANNING

Dedicated CT Simulator is required for Radiotherapy Department for Conventional Simulation, 3-D CRT, IMRT, IGRT, VMAT, and SRS, SRT & SBRT Planning. The CT-Simulator is required for most accurate simulation, placement of treatment fields and marking of radiation field portals on the patient's skin for radiation therapy of cancer patients.

GENERAL SPECIFICATION:

- 1) The CT machine will be used for simulation for radiotherapy treatment and the sections taken with the CT machine will be exported to the dedicated Treatment Planning Systems through DICOM 3 and DICOM RT formats.
- 2) The System should have the TYPE APPROVAL CERTIFICATE for the quoted model from AERB/BARC (copy should be attached) and should fulfill all recommendations of AERB/BARC regarding radiation safety, FDA and CE mark.
- 3) The CT scanner should be a wide bore (80 cm or more) spiral, multi-slice (16 acquired slices or more), should ensure easy, error free and total compatibility between the scanner and simulation work station.
- 4) **The Radiotherapy Simulation tools should be integrated to the Oncology Information System, 3DTPS for 3D CRT, IMRT/IGRT, SRS and with portal imaging (including CBCT) workstation of the Linear accelerators console and HDR Brachytherapy of the department and this will be entirely and direct responsibility of the vendor. For this the vendor shall be solely responsible for providing all necessary hardware and / or software solutions required.**
- 5) The CT Simulator should have Carbon fiber tabletop with indexing facilities for conformal and stereotactic procedures (for all kinds of immobilization systems used in radiotherapy) **identical to that of linear accelerators in the department.** QA Phantom holder, water level phantom and laser calibration bar should be provided.
- 6) In addition to the gantry mounted LASERS, the CT simulator should have at least three LASER sets for marking the field reference points, consists of a single overhead moving laser to project the sagittal plane, two moving LASERS to project coronal plane and two moving LASERS to project the axial plane. This should eliminate the need for manual couch movements.

TECHNICAL SPECIFICATION:

The detailed specifications are as follows:

1. CT Scanner

Whole body wide bore spiral, multi-slice (minimum 16 acquired slices or more per rotation) latest model C.T. scanner system under current production & of Slip Ring Spiral Technology should be provided. Refurbished units will not be accepted. The model should have following essential features:

1.A. Gantry:

- i) Gantry aperture should be at least 80 cm or more.
- ii) Gantry tilt should be at least ± 30 degree.
- iii) Scan field of view of at least 50 cm or more.
- iv) Extended field of view for radiotherapy planning should be available. Details to be specified.
- v) The gantry must have 3D laser positioning lights with a positioning accuracy of ± 1 mm or better.
- vi) The Minimum scan time for a 360 Degree rotation – 0.5 second or less
- vii) The gantry should be provided with User control panels on either side for easy positioning
- viii) The slice thickness should be users selectable starting from 1mm or less to 10mm.
- ix) Metal free scanable range should be 150 cm or more

1. B. Patient Couch:

- i) The scanning couch top must be carbon fibre (completely metal free) flat table top having horizontal moving range of 170 cm or more and **should be compatible with the tables of the linear accelerators installed in the department.** The table should have patient positioning index system on carbon fiber tabletop.
- ii) The accuracy (reproducibility) of the table top must be better than ± 0.25 mm.
- iii) The scannable horizontal range should be at least 150 cm or more.
- iv) The table should be able to bear weight up to 180 kg or more without any change in stated performance specification.
- v) Remote UP/DOWN, FORWARD/BACKWARD motion - to be provided

1. C. CONTROL CONSOLE:

- i) It should have at least one 19" or more (flat panel) medical grade colour monitor for display of 1024 X 1024 matrix or more.
- ii) All functions viz scanning, image reconstruction, film documentation, MPR, CT maximum intensity projection, 3D with SSD etc. should be possible from main console and workstation.
- iii) The following soft wares should be offered as standard (MPR, ROI, VOLUME CALCULATION, CT NUMBER DISPLAY, WINDOW WIDTH, WINDOW LEVEL, TOPOGRAM DISPLAY, CINE DISPLAY, ETC).
- iv) MOD/DVD/CD/USB or better archiving facility must be available.
- v) The image reconstruction should be in real time. Slice thickness should be 1 mm or less and upto 10 mm freely selectable.
- vi) High Contrast Spatial Resolution should be 15 lines pair per cm or better maximum at 0% MTF X-Y axis with Spiral and Axial mode scans.
- vii) The low contrast resolution for CATPHAN should be at least 5mm at 0.3% with 10 mm slice on 20 CATPHAN
- viii) Dose reduction; Pre-patient collimation to reduce unnecessary dose to the patient and Radiation dose calculation and display during the procedure should be available on the system. There should be inbuilt pediatric protocols adapted to weight and / or age. Specify the available mechanism to reduce the effective patient dose.
- ix) Maximal image storage with appropriate matrix size (uncompressed or better) with latest configuration to be provided. Specify details.

1. D. X-RAY SYSTEM:

X-ray generator

- i) High frequency, with power output of 80 kW or more to support continuous and sustained operation.
- ii) Continuous spiral capacity to be mentioned.
- iii) Specify mA at small and large focal spots.

X-ray tube

- i) This should be in the range of 80 kV to 140 kV or better.
- ii) Tube current range should be 20-500 mA with step size of 5 mA or better or specify if different

- iii) Anode heat storage capacity – 5MHU or more and should support provided mA range. Higher heat storage capacity will be highly preferable.
- iv) Peak Anode heat dissipation rate of at least 700 KHU / min or better
- v) X-ray tube should have dual focal spot. Please mention the number and size of the focal spots. Smaller size is preferable.

1. E. DETECTORS:

- i) The detector system should be a high performance, low noise, high data density, and should have active response data acquisition system.
- ii) The detectors should be solid state, preferably of rare earth material. Please give details.
- iii) It should be free from repeated calibrations.
- iv) There should be 20 or more number of rows of 650 or more detectors for taking a minimum of sixteen slices at a time. Higher number of detector elements/per row will be highly preferable. The detector should be able to acquire at least 16slice/per rotation.

1. F. CT SCANNING PARAMETERS:

- i) The slice thickness should be users selectable starting from 1mm or less to 10mm.
- ii) Scan time for full 360 degree rotation should be 0.5 sec. or less.
- iii) Scan field view should be 50 cm or more.
- iv) It must be possible to obtain the scanogram from AP or PA or left to right or right to left directions
- v) Single continuous spiral-on-time should be minimum 100 seconds or more and at least 1000 mm long.
- vi) Retrospective reconstruction should be possible on raw data files with change in parameters such as FOV.
- vii) The following scanning modes should be possible: SPR, axial, and spiral.
- viii) The SPR length should be more than 150 cm long and the width must be at least 50cm.
- ix) It must be possible to obtain the SPR from AP or PA or left to right or right to left directions.

- x) The ability of the system to reproduce the scanning protocol from the SPR should be ± 3 mm or better
- xi) The accuracy of distance measurements in the SPR (taken at isocenter distance) should be better than twice the pixel dimension.
- xii) ECG & Pulmonary waveform phase gated and amplitude gated 4D CT image acquisition facility to be provided with ECG and Pulmonary probe.
- xiii) Essential facilities like surrogate markers, infrared sources and camera connected with ECG & Pulmonary in trace for 4D CT data acquisition.

1. G. IMAGE QUALITY:

The reconstruction matrix must be 512 x 512 or higher. Simultaneous scanning and reconstruction should be possible. The image reconstruction rate should not be less than 15 /second. It should be possible to do:

1. Simultaneous scanning & routine analysis.
 2. Simultaneous scanning & archiving and / or hard copying and
 3. Simultaneous scanning and transfer to second console / workstation.
- i) The system must have automatic mA control software that automatically adjusts mA for patient size, adjust mA along the z-axis, modulates mA during rotation.
 - ii) **High contrast spatial resolution:** It should be at least 15 lines per cm or better maximum at 0% MTF X-Y axis with spiral and axial mode scan.
 - iii) **Low contrast detectability:** At least 5mm or less @ 0.3% using 20cm CATPHAN phantom on 10 mm slice thickness.
 - iv) Display matrix should be minimum 1024 x 1024 or more

1. H. SPIRAL PARAMETERS:

- i) Different selection of pitch should be possible, from 0.5 to 2 or wider in 0.1 increment. Please mention the pitch available. Mention the single run coverage and the table scannable range. Inter Scan Delay in different group of spiral should not be more than 5 sec. Single continuous spiral-on-time should be minimum 100 seconds or more and at least 1000 mm long.
- ii) The following scanning modes should be possible: Scanogram, Axial, Spiral, and Cine and Biopsy mode.

1. I. 4D Respirator Gating:

4D CT Simulation should be compatible and seamlessly integrated with the 4D gating system of the Linear Accelerators with Treatment Planning System, Record & Verify System, Portal (CBCT) imaging system, IGRT package existing in the department. Phase and amplitude based sorting should be possible in 4D CT Simulation system for respiratory gating.

2. COMPUTER SYSTEM:

2. A. COMPUTER SYSTEM OF CT SCANNER:

- i) State-of-the-Art, high end main computer system, must be provided. Details to be specified.
- ii) There must be at least two monitors in the console and they must be 19" LED monitors. One of these will be used for acquisition and the other will be used for review and processing. The resolution of the monitors must be 1024 X 1024 or more.
- iii) The hard disk capacity of the main computer system should be at least 500 GB or more. RAM size must be at least 8GB or better. In the hard disk meant for image storage, the number of uncompressed 512 x 512 images that can be stored should be at least 2,50,000 or more. A scalable 2D / 3 D PACS image reading solution with five client work stations and 40TB online storage, having the following features for at least three concurrent users :

- Image Presentation - 2D, MPR, MPR Thick, MPR/MPR Fusion, MIP, MIP Thin, MinIP, VRT, VRT Thin.
- Image Evaluation – Distance, Angle, Marker, Region of interest, Volume of interest, Arrow, Pixel lens, Plane annotation text, Synchronized scrolling based on Anatomical Registration, Correlated cursors.
- Image Processing – Clip plane slab, clip box, Punching, bone removal, Parallel and radial ranges, Curved ranges, 2 D & 3D reference lines, 3D reference point Movie (Including export), Interactive segmentation (“Region growing”), Volume measurement on RG objects.
- Total Quantity of Hardware and consumable are required in 5 year period (Staggered supply) are:

DVD / CD RW – 1500 per year

For archiving, DVD writer should be provided for providing copies of individual studies. The archiving system should provide back up for imaging needs for at least 2 years.

All necessary hard ware and consumables (DVD / DAT cartridges) to be specified and provided by the vendor for a period of 5 years from machine commissioning as and when required.

A Bi-directional speaker communication must be provided between the operator and the patient.

A multi-language (in English and common Indian languages) command prompt system for breath holding or other patient instructions required during scanning shall be provided.

2.B. Computer System for Moving Laser System:

The laser system provided must be 5 moving lasers for marking the isocenter without moving the table top. Following the isocenter localization in the CT simulator workstation, the isocenter coordinate will be sent directly to the computer system that is controlling the movements of the lasers. This computer in turn should drive all the lasers, so that without moving the table top, the lasers point to the isocenter. Complete quality assurance tool (as stated above) must be provided. The control computer system must be state of the art Windows based system with latest processor.

2.C. Connectivity:

- i) The entire CT Simulation system must be interconnected (all the workstations, laser systems, printers etc.) and must be integrated into the department's existing treatment planning systems for smooth transferring of images and DICOM-RT structures. The system should be networked with all radiotherapy treatment planning systems in the department and necessary software support shall be provided for all existing External beam radiotherapy and Brachytherapy planning. Necessary hardware and software solutions for the same, including networking and proper functioning must be provided by the vendor.
- ii) Complete import export options and archival facility with third party systems shall be provided.

2.D. Mould Room Facility within CT room :

To install the Mould room facilities the demarcated area is to be prepared to make Mould room facilities within the CT Simulator room. An indexed flat table top couch of good make should be provided. Racks and platforms for keeping mould room accessories should be provided. Necessary power supply points for the followings should be provided

Vac. Lock System

Digital water bath for thermoplastic precuts

Heat gun

2 .E. Quasar Respiratory motion phantom (4D phantom) must be provided with following feature and components

- i) Rotation Stage for 3D motion
- ii) Acrylic Insert
- iii) Cedar Insert with Solid Tumor
- iv) Cedar Insert with Solid Tumor – Drilled
- v) Cedar Lung Tumor Insert (Split)
- vi) Hollow Insert with Screw Cap
- vii) Film cassette insert
- viii) 4D CT imaging insert
- ix) PET/CT insert
- x) MP insert adapter
- xi) Offset Cedar Insert with Solid Tumor
- xii) Offset Cedar Insert with Solid Tumor – Drilled
- xiii) Offset Cedar Lung Tumor Insert (Split)
- xiv) Cedar Ion chamber holder

3. Essential accessories to be included with the unit:

All sets of patient positioning accessories namely head holder, positioning kit, mattresses (for diagnostic procedures) must be provided.

3A. UPS: On line UPS with Maintenance Free batteries for the backup of the entire system for at least thirty minutes.

3.B. LASER Camera: Dry laser camera to be provided.

3.C. Lead Glass: 100 cm X 150 cm or more with lead equivalent meeting the AERB's radiation safety requirements.

3d. Pressure Injector: CT compatible pressure injector with remote console along with 100 disposable syringes.

3.E. Dose computation & display: The system should display CTDLw (CTDI1 00), DLP

3.F. Quality assurance accessories and phantom: All QA tools (CATPHAN, Laser Alignment, QA tools etc.) of international standard must be provided.

3.G. Remote system monitoring: Remote tools and software should be included along with broadband Internet connectivity for on-line remote diagnosis. All such running costs will be at supplier's account for the duration of warranty and CMC.

3.H. One standard CT printer with minimum 100 CT films of standard make and size to be provided.

3.I. Two A4 printer advanced colour laser printer with network connectivity shall be provided. New cartridges for the printers to be provide twice a year and as on need based for a period of five years. Appropriate battery and UPS for smooth running of the TPS to be provided with facility for replacement of batteries as and when required for a period of 5years.

4. CT SIMULATION WORK STATION:

4.A. GENERAL:

The workstation should have advanced CT simulation tools for radiation therapy treatment planning including workstation that can control the laser marking system. Any CT-simulation workstation that cannot control the laser marking system is not acceptable and liable to be rejected. The vendor should give a completed description about the laser marking system offered and how the CT-Simulation software integrates with it and TPS. The workstation should be able to provide complete volume definition and geometric beam placement for radiotherapy. It should have complete compatibility and error-free networking with the CT scanner computer and TPS (External Beam and Brachytherapy, both already existing and TPSs for Linacs to be installed).

The CT-Simulator system should be fully DICOM compliant. The DICOM should support the following:

- DICOM 3.0 Print service class as a user.
- DICOM 3.0 Storage class as a user.
- DICOM 3.0 Storage class as a provider.
- DICOM 3.0 Send / Receive.
- DICOM 3.0 Query / Retrieve service class as a user.
- DICOM 3.0 Query / Retrieve service class as a provider.
- DICOM compliance statement should be provided.
- System should be Health Level 7 (HL-7) compliant.

4.B. HARDWARE:

Hardware specification should be mentioned clearly. The system should run on a high-end workstation platform of reputed brand with Networking with TPS – All the software with licenses required should be included.

4.C. SOFTWARE:

Complete software doing all the functions of CT simulator as per requirement and should have following features:

- i) Software should be Unix / Window / Silicon graphics based system.
- ii) The software should have a volume accelerator for high speed 3D rendering at full spatial resolution.

- iii) On the monitor screen it should be possible to view at least 36 images or more.
- iv) The standard screen layout should consist of one main view port and three Sub-view ports for frequent usage of other images, quick manipulation of Images, or for displaying reference views, while the main view port is used for high resolution display.
- v) Image manipulation such as changing window width and window level, hot keys activated automated study archive, deletion, screen layout changes, disk space display, archiving, and graphic overlays such as annotation.
- vi) **It should be possible to simulate all kinds of teletherapy machines in the simulation workstations.** It should conform to IEC and other international standard norms and support cobalt therapy, linear accelerator of all types, and other user defined linear accelerator and compatible with multileaf collimator of all the vendors.
- vii) It should be possible to visualize interactive reference views in axial, coronal, sagittal, isocenter image planes and in any oblique directions with overlay of beams on DRRs.
- viii) DRR must provide fully divergent beam's eye view of at least 512x512 matrix.
- ix) The DRR/BEV and Room Eye View image should display the machine diagram to allow real-time checking of machine and patient geometry.
- x) Facility for multi-modality fusion to accept the data from other DICOM compatible and DICOM supporting modalities such as MRI/CT/SPECT/PET should be able to fuse them.
- xi) Antivirus software for the entire network with time to time up gradation must be provided if CT and workstations are MS Windows based systems.
- xii) 4D Respiratory Image sorting with phase registration should be completely automatic and should be provided in the workstation.

4.D. CONTOURING AND MULTIMODALITY INTEGRATION:

- i) Volume definition should be possible using volume segmentation using threshold. Free hand contour tracing, contour editing. 3D anisotropic margins etc. and any other advanced tools must be available.
- ii) System must be able to contour in axial, sagittal, coronal and oblique projections.
- iii) It should be possible to do manual, semi-automated, fully automated contouring/segmentation in the images by defining volume of interest.

- iv) Mention the time taken for automated contouring with a single mouse operation.
- v) The software should have facility for automated uniform or non-uniform margins. For example it should be possible to expand the clinical target volume (CTV) on all three dimensions by same magnitude or by different magnitude to define the planning target volume. (PTV). Any software without this automated uniform/non-uniform feature will be considered as inadequate.
- vi) It should be possible to copy one organ to another with margin, and margins on a single slice, a range of slices or all slices.
- vii) It should also be possible to interactively edit the contours with user's choice of segments to reject or accept.
- viii) Interpolate algorithm should be available to provide interactive, shape based interpolation after contouring only in selected slices. The algorithm should automatically interpolate the closely fitting contour in other slices.
- ix) Interpolated contour may be edited; accepted or rejected.
- x) Tracking of source to skin distance should be possible.
- xi) Contouring and editing and extraction of wall should be possible.
- xii) System should have capability to integrate multiple modalities including CT/MR/PET/NM and correct for the positioning differences and contouring should be freely possible in any of these modalities. There should be seamless integration possible between these modality images during contouring session.
- xiii) It should be possible to interactively edit the contours with user's choice of segments to reject or accept.
- xiv) Dynamic contouring on 4D Multiphase data should be possible in different orthogonal planes simultaneously.

4.E. ISOCENTER MANAGEMENT:

- i) The software should support separate isocenters for multiple target volumes or general regions.
- ii) Marked and final isocenters should be reported and displayed in the localization package for easy confirmation of a physical simulation session.
- iii) Hardcopy of the isocenter coordinates should be possible for record of the simulation session.
- iv) Isocenter positioning should be automatic.
- v) There should be no limit on number of isocenters per target.

4.F. 3-D VIEW AND VOLUME RENDERING CAPABILITIES:

- i) Post processing features like volume rendering, real-time multi-axial volume reconstruction, 3-D surface rendering should be available.
- ii) It should allow completed 3D volume to be defined including complex 3D volumes, user selectable multi-image views; beams eye view, room eye view and DRR.
- iii) DICOM Radiotherapy plans and data structure with import/export of data should be possible. The DICOM compliance statement including necessary licenses should be provided.
- iv) Accuracy of locating any point in 3-D should be 0.1 mm or less.

4.G. BEAM PLACEMENT & DEFINITION:

- i) It should support extensive beam shapers (shielding blocks etc.) and beam definition methods.
- ii) Manual or automatic beam placement tool.
- iii) Tools for real time checking of machine geometry.
- iv) Beam shaping should be possible in multiple ways like automatic shielding block, definition conforming to selected volume, definitions aperture or shielding manual free hand definition, automatic collimator jaw or multileaf collimation position definition.
- v) It should be possible to define this asymmetric collimator feature, where both the X- and Y-axis of jaws are asymmetric, in the CT simulation software. Similarly the software should allow multi-leaf-collimator placement up to at least 40 pairs or more. Any software that cannot handle at least 40 pairs of MLC leaves is not acceptable.

4.H. DRR FEATURES:-

- i) Interactive DRR calculation mode must be available.
- ii) Automatic window width/level selection for DRR.
- iii) DRR should be interactively updated when the isocenter position is modified.
- iv) Should be possible to highlight or suppress different density region in the DRR.
- v) Printing of DRR images should be possible. DRR should be user defined.
- vi) Marco function to save a series of frequently used steps should be available.

- vii) Specify DRR image enhancement tools to improve DRR image quality.
- viii) Reconstruction of DRRs should be real-time or in sub-seconds.
- ix) Direct printing of DRR on laser film should be possible.
- x) Real time display of DRR as beam parameters changes.

4.I. DEPTH CONTROL:

- i) System should support depth control mode creating a DRR from slab of 3-D mode, perpendicular to beam axis.
- ii) DRR must be calculated over a user-defined thickness.
- iii) Depth control in oblique projections must be possible.
- iv) Should be possible to merge two DRR image on the same beam.
- v) Cross-hair display on DRR to provide scale information.

4.J. DATA IMPORT / EXPORT:

- i) System should be able to export image, volume and plan data in DICOM 3.0 standard along with all Radiotherapy specific data and private objects, DICOM RT plans and data sets.
- ii) System should be able to export DICOM RT data to the linear accelerator of any vendor.
- iii) CT simulator system should be fully integrated with the existing TPS. The vendor should inspect and will be responsible for complete integration.
- iv) All import and export licenses should be provided.
- v) DICOM 3.0 compatible Dry Chemistry Laser camera integrated with main console / workstation – more than 600dpi with 2000 Laser films shall be provided.

4.K. MEASUREMENT PACKAGE:

- i) The software should provide the density value (in Hounsfield unit) of a particular point on an image. It should compute distance along straight lines and curved lines, angles between the lines, and radius of curvature for curves.
- ii) For a specified region of interest, ROI, the area, minimum and maximum voxel values, mean and standard distribution and a density histogram should be available.
- iii) The software should be able to calculate the volume of a displayed 3-D object.

4.L. ADDITIONAL WORKSTATIONS: Two additional workstations for contouring and plan evaluation shall be provided by supplier.

F. TURNKEY JOB:

The room for installation of the CT Simulator is already there. The room should be renovated according to the need of the specific machine, which will be supplied and the drawing should be approved by AERB before starting of renovation work.

- i) The floor of the rooms (machine room, control unit room) is to be covered by ANTISTATIC COATING and walls of the above said rooms should be damp-proof with washable paint. Anti-termite treatment and pest control should be done in and around the facility.
- ii) Painting of the rooms (both inside and outside) is to be done.
- iii) The necessary modifications and 3mm lead lining of the door to be done as turnkey job.
- iv) Necessary electrical points are to be installed.
- v) Necessary electrical earthing facility is to be prepared.
- vi) False ceiling should be provided in all the above mentioned rooms.
- vii) Compatible chairs for operator of the CT control and furniture for the other facilities (computer, virtual simulation workstation etc.) are to be provided. Wall mounted racks are to be provided. A trolley for carrying patients is to be provided.
- viii) Racks and platforms for keeping mould room accessories should be provided. Necessary power supply points for the followings should be provided

- Vac. Lock System
- Digital water bath for thermoplastic precuts
- Heat gun

WARRANTY:

The supplier shall give a comprehensive warranty for five years after installation and handing over on the entire CT System including tube from principals. There will be no parts / services excluded. Comprehensive maintenance contract for next five years after expiry of warranty should be quoted separately. All parts and accessories like UPS batteries are included during the warranty and CMC period. The vendor is responsible for import of spare parts, custom clearance including taxes and transportation to the hospital during the warranty and CMC period without any additional payments by Institute.

TRAINING:

Training for one working week for four personnel (two Physicists and two Radiation Oncologists) at an Indian Training center where the latest radiotherapy techniques with similar system/s are being routinely practiced for patient treatment for a reasonable period of time shall be arranged.

In addition to that, the vendor should provide on-site training for Radiation Oncologists, Physicists and Radiation Technologists of the Department for a period of not less than two working weeks in two phases (one working week in each phase) by application specialists for the seamless functioning of the entire system.

POWER SUPPLY:

Should work on three phase 400-440 V / 50 Hz Power.

Online UPS of suitable rating should be supplied for the complete system including Gantry, computer system, anesthesia delivery system, monitor and defibrillator with at least 30 minutes back up

Reset-table over-current breaker shall be fitted for protection.

GENERAL CONDITIONS:

1. The supplier shall quote for the most recent model of their machine.
2. Number of installations in India and worldwide should be provided for the quoted model only. Such installations should have been supplied directly by the quoting firm itself.
3. Declare separately the FOB and CIF prices.
4. No payments towards customs duty will be done for parts shipped in warranty and CMC period.
5. Warranty: The supplier shall give a comprehensive **warranty for 2 years from the date of commissioning approval** over of the system including local items (and battery replacements).
6. Up time guarantee of 95% or more should be provided during warranty and CMC period. The calculation will be based on 24 hrs. a day, 365 days a year basis. Amount of shortage from 95% uptime (if any) to be adjusted by increasing the warranty period equivalently.
7. The company must support minimum 10 years of the supplied machine along with software, spare parts and supplied accessories.
8. The supplier should provide & quote comprehensive maintenance contract inclusive of customs and all taxes for the next five years (i.e. years 6 to 10 inclusive). All the items including consumable for functioning the equipment needs to be included in the CMC

and no exclusion criteria will be accepted. The batteries of the UPS will be included in the above CMC quote.

9. Time taken for the delivery of the equipment and installation and commissioning should be mentioned.
 10. Installation and Commissioning should be undertaken within three months of the arrival of the equipment or handing over the site for installation.
 11. The vendors will check the adequacy of the treatment room air conditioning provided by the local authorities. In case the in room air conditioners provided at the installation are deemed inadequate / or if they require any replacements during a period of 5 years from commissioning, the same will be provided by the vendors. The details of the extra cost for the same are to be specified.
1. **Wiring System:**
 - a) Light, Fan, 5 Amp Plug: 3 X 1.5 sq. mm copper conductor FRLS wire should be provided.
 - b) Power Plug (15 Amp): 2 X 2.5 + 1 X 1.5 sq. mm copper conductor FRLS wire should be provided.
 - c) Split AC wiring: 2 X 4 + 1 X 2.5 sq. mm copper conductor FRLS wire should be provided.
 2. **Earthing:** Two nos. Copper plate earthing as per PWD schedule

Note: The items mentioned above are indicative in nature

1. STANDARD REQUIREMENTS

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

i. QUALITY CERTIFICATION

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

ii. WARRANTY

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

iii. 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, in case so required for repair, etc, shall be entirely borne by the Supplier, without any liability on the consignee. In case of such shifting of equipment, alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work.
- c. Subject to (b) above, CMC services shall be provided at the site of the equipment, within the prescribed response time.

iv. Labelling & Packing

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

- a. Procured by: WBMSCL Ltd.
- b. Serial Number:
- c. PMS Done:
- d. PMS Due:
- e. Toll Free No.:
- f. Mobile No.:
- g. Email:
- h. Facility Asset No.:
- i. Warranty upto:
- j. CMC Starts on:
- k. CMC Valid upto:
- l. Approved CMC Rate per annum:
- m. Service Engineer Contact detail:
- n. Standard format of sticker is attached here (N.B: Bidders are advised to approve the final format after discussion with WBMSCL officials)



Procured by :
West Bengal Medical Services Corporation
Limited
(WBMSCL)

Reference No. :	
Machine Serial No. :	Facility Asset No. :
Warranty (Xyrs) upto :	Approved CMC Rate: per annum
CMC starts on :	CMC valid upto :
Last PMS on :	Next PMS due on :
Complaint logging at : ✉: abc@abc.com, ☎: (0XX) XXXX XXXX / XXXX XXXX	
Service Engineer : Mr. XYZ,	✉: abc@abc.com, ☎: 09XXXXXXXXXX
Service Manager : Mr. XYZ,	✉: abc@abc.com, ☎: 09XXXXXXXXXX

2. LIST OF RELATED SERVICES

i) Incidental Services

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

- (a) Performance or supervision of the assembly, installation and/or start-up of the supplied equipments
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied equipments at the time of delivery
- (d) Successful tenderer shall be required to give an undertaking that suitable trained service engineers shall be posted at three places of West Bengal for providing prompt, effective and preventive maintenance during the period of warranty as defined as well as CMC period.
- (e) The Comprehensive maintenance Contract (Including Spare Parts)
 - (i) The Purchaser/ Consignees/ Government of WB, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier at the contracted price.
 - (ii) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the CMC period for preventive maintenance.
- (f) Training of the Purchaser's personnel, on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of commissioning of Equipment.

ii) Availability of Spare parts

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

5. INSPECTIONS AND TESTS

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

Section V. Bidding Forms

FORM 1

Tender Form

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

Date:

Bid Reference No.: _____ Schedule - ____

Name of Contract: Supply and Commissioning of *[Name of the equipment]* for the Trauma care equipments at Hospitals and Medical Colleges of the Govt. of West Bengal

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

Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.: **WBMSCL/NIT- /2017, Schedule -, Dated -** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to Supply and Commissioning of Medical Equipments for *[Name of the equipment]* for the Hospitals and Medical Colleges of the Govt. of West Bengal in conformity with your above referred document.

We also

1. certify that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
- b) The offered products are in accordance with the required specifications and technical requirements
- c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents. However, the prices quoted by us and accepted by WBMSCL shall hold good and remain valid for a period of **1(one)** year from the date of signing of the contract and no additional claims will be made on account of any price variation or fluctuation in market rates. The rate quoted shall remain

binding upon us and may be accepted at any time before the expiration of **1(one)** year.

- d) If our bid is accepted, we will submit a performance security within 14 (fourteen) days of issuance of Award of Contract (AOC) in the prescribed format as given in the bid document.
- e) Our company has been incorporated in accordance with the laws of India and governed by them.
- f) Our Company have commissioned _____nos. of the offered model and providing necessary service support to the equipments.
- g) We have never been blacklisted by any Government Department/ Agency in India during the last 5 years.
- h) There is no adverse report against the equipment offered by us in any Govt. institution.
- i) We will permit WBMSCL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the WBMSCL.
- j) All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, penalties shall be imposed in terms of the bid document.

2. understand that:

- (i) Partial or incomplete bid submission will lead to cancellation of our bid.
- (ii) The tender inviting and accepting authority can vary quantity up to 40% (forty percent) above or 40% (forty percent) below the required quantity under this tender.
- (iii) The tender inviting and accepting authority reserves the right to reject any application without assigning any reason.

Enclose:

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

Name.....

In the capacity of.....

Signed

Duly authorized to sign the Bid for and on behalf of (if applicable).....

Date.....

Form 2: CHECK-LIST

[Please fill in and include with your Bid]

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

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

Note 3: 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, WBMSCL shall reserve the right to allow late submission of such document at its discretion within a specified time limit.

Non statutory documents to be submitted under <u>My Document</u>				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark
1	PAN Card			
	15 – digit Goods and Services Taxpayer Identification Number (GSTIN)			
2	Service Tax registration Certificate			
3	VAT Registration Certificate			
4	CST registration Certificate			
5	Import License			
6	License from Government/ Statutory Authority as applicable OR Registration with the Registrar Of Companies, if applicable.			
7	a) Manufacturing Licence (National/International). (In case, manufacturing licence is not required / applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted) b) Current registration as SSI (if any)			
8	Performance Statement Form (For the period of last three calendar years ending December 2016) - Form 6 of Section V			
9	ISO certificate of the manufacturing factory			
10	Income Tax returns for assessment year 2014-15, 2015-16 & 2016-17			
11	Acknowledgement of VAT Returns for 2016-17/ VAT Clearance Certificate.			
12	Acknowledgement of CST Returns for 2016-17/ CST Clearance Certificate.			
13	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). <i>Note: Technical evaluation of the bid will be taken up only after scrutiny of Form 9 (NIT Acceptance Form) duly notarized.</i>			
14	Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- as per Form – 7.			
15	Manufacturer's Authorization (If applicable) as per Form no. 5 of Section V			
16	List of installations & commissioning in India of offered model. (self declaration)			
17	Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation in India.			
18	P/L & Balance sheet 2014-2015			
19	P/L & Balance sheet 2015-2016			
	P/L & Balance sheet 2016-2017			
BID - A				
Sl. No.	Activity	Yes/No /NA	Page No in the Bid	Remark
20	Earnest Money Deposit (EMD)/ Bid Security in the form of Demand Draft (DD) or Bank Guarantee (BG)			
21	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 initialed by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof."			
BID - B				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark
22	Model of the equipment offered for (Self Declaration) with Technical Data Sheet			
23	Compliance Sheet of the Technical Specifications (Form No. 3 of Section V) duly signed & stamped by Authorised signatory of the Manufacturing company			
24	2 sets of Brochure of the offered product / model.			
25	CE ("Conformité Européene") Certificate & US FDA approval Certificate of the offered model (as applicable) CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits			
26	Self declaration by the Tenderer for agreeing that WBMSCL will do Quality Check by Third Party Agency, If required			
27	AERB approval certificate of the offered model			
28	Confirmation from manufacturer of the offered equipment that all the facilities exist in his factory			

	for inspection and testing and these will be made available to WBMSCL or his representative, if inspection is considered necessary.			
29	Pre-requisites of installation like [Power (KVA, Phase, Hz) and any other requirement, if any].			
30	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years 2014-15, 2015-16 & 2016-17 (in INR) - to be certified by practicing Chartered Accountant as per format given in FORM 11			
31	Form 12: Declaration of Quality Certification of Equipment (as applicable)			

Form 3a: Consignee Receipt Certificate (CRC)

(To be issued by consignee's authorized representative)



West Bengal Medical
Services Corp. Ltd.

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

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

Form 3b: Satisfactory Installation Certificate (SIC)

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



Bid Reference:

Award of Contract Reference:

Description of Equipment/Service:

Date of Commissioning:

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

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

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

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

The supplier has also submitted the following,

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

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

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

Sticker designed by WBMSCL is fitted with the equipment Yes No

Signature :

Name (in Block):

Designation :

P.T.O. →

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

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

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

Countersigned by the head of the institute/ hospital:

Signature _____ Name _____

Designation with Stamp _____

Date _____ Phone No: _____

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

Name (in Block) :

Designation with Stamp :

Form 4: TECHNICAL SPECIFICATION FORM
(Technical Compliance Sheet)

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 Specification</i>	<i>Compliance</i>

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

YES NO

ANY DEVIATIONS MUST BE LISTED BELOW:

Form 5: BID SECURITY (BANK GUARANTEE) FORM

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

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

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

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

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

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

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

[Signature]

Form 6: MANUFACTURER'S AUTHORIZATION FORM

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

Date:
NIT No.:

To:
MD, WBMSCL

WHEREAS

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

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

Authorised Signatory of the Manufacturer _____

Name _____

Designation with stamp _____

Date _____

Form 7: PERFORMANCE STATEMENT FORM

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

Bid no: _____

Date of Opening: _____

Name of the Firm _____

Order placed by (Full address of purchaser)	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 8: STATEMENT OF BREAKUP OF DUTIES AND TAXES
(to be uploaded for each SCHEDULE)

Sl. No.	Particulars	Percentage	Price (In INR)
1	Basic Price of equipment including accessories, ancillaries & warranty (as mentioned)		
2	Applicable GST		
Gross Price			

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

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

**Form 10(a): PRICES FOR CONSUMABLES
(to be uploaded for each SCHEDULE)**

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 10(b): PRICES FOR SPARES
(to be uploaded for each SCHEDULE)**

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

Form 11: TURNOVER CERTIFICATE

I certify that Average Annual Turnover of *(insert the name of the company)* in India in medical equipment division during the last 3 Financial Years 2014-15, 2015-16 & 2016-17 (in INR) *(strike out which is not applicable)* is Rs. as per the Audited Accounts of the Organization.

Signature and seal of Chartered Accountant

Form 12: DECLARATION OF QUALITY CERTIFICATION OF EQUIPMENT

(To Be Notarised)

AFFIDAVIT

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

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

DEPONENT"

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)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

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

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