



Notice Inviting e-Tender

West Bengal Medical Services Corporation Limited

Swasthya Sathi

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Kolkata-700091

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Supply and Commissioning of Cath Lab Machine for Department of Cardiology at MCH, Kolkata

(Submission of Bid through *online*)

Bid Reference No.: WBMSCL /NIT-290/2023

Dated–01.06.2023

Amendment-VII

Payment terms for the imported product

Payment for Goods to be imported from abroad for Cath Lab Machine and accessories: Irrevocable and non – transferable 100% LC shall be opened, however, if the Supplier requests specifically to open confirmed LC, the additional charges, if any would be borne by the Supplier. If LC is required to be extended and / or amended for reasons not attributable to the Purchaser / Consignee, the additional charges thereof shall be borne by the Supplier.

The amount in USD quoted by the bidders for the items would be converted into INR by applying the RBI Conversion rate applicable on the date 4 (four) days ahead of the last date of submission of online bids for comparison of Financial Bids. The quoted rates in USD for imported Goods and in INR for domestic goods and turnkey works will remain valid for 2(Two) years from the date of opening of Financial Bids.

Terms and Mode of Payment

Payment Terms

Payment shall be made through electronic transfer subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract in the

following manner, depending on the goods being imported or domestic goods or of foreign origin located within India.

A) Payment for Imported Goods:

Quotes against Imported Goods are to be filled in "Basic Price" of the BOQ.

Payment for foreign currency portion shall be made in US Dollar(USD) as specified in the Contract in the following manner:

a) On Shipment:

- (i) 70% payment of the unit price quoted at "Basic Price" for **Cath Lab Machine** with all Accessories at port / airport of Lading will be released against furnishing of dispatch documents to the satisfaction of the Purchaser i.e. WBMSCL; and against submission of Performance Security of 10% of order value valid for a period of **26 (Twenty Six)** months from the date of Award of Contract (AOC). Bidders may note that the Selected Bidder should submit the Performance Security in the form of an unconditional and irrevocable Bank Guarantee which shall be submitted by the Selected Bidder within **14 (Fourteen)** days after receipt of intimation of opening of LC by the Purchaser.

The Selected Bidder shall submit the documents specified hereunder:

- (i) Four copies of Supplier's invoice showing contract number, Goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four copies of packing list identifying contents of each package;
- (iv) Insurance Certificate and documents also to be submitted for payment of Letter of Credit (LC) confirming that dispatch documents has already been sent to all concerned as per the Contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty declaration;
- (vi) Manufacturer's/Supplier's warranty certificate;
- (vii) Manufacturer's own factory inspection report and Certificate of Origin issued by the Chamber of Commerce of the concerned country of origin or counter signed by Chamber of Commerce;
- (viii) Inspection certificate for the dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to dispatch;
- (ix) **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;**

b) After Supply and Installation

15% payment of the unit price quoted at "Basic Price" will be released after supply and satisfactory installation of the Goods and on submission of installation certificate issued by the user Department of the Medical College followed by a joint visit of officials of WBMSCL, PWD and Medical College authority.

c) After Commissioning

Balance 15% payment of the unit price quoted at "Basic Price" will be released after satisfactory commissioning and issue of commissioning certificate **after 2 (Two) months** by the user Department in the prescribed format given at Form-3.

d) Payment of customs duty: The Supplier shall pay the applicable customs duty directly on behalf of the Purchaser to Customs or the Purchaser/ Consignee shall provide Customs Duty Exemption Certificate (CDEC) to the Supplier on arrival of the Goods at the port of import and on submission of relevant documents. The Supplier shall employ one Clearing and Forwarding agent for clearing the Goods from the port of import and no commission will be paid by the Purchaser to the agency employed by the Supplier for the purpose. The charges of the Clearing and Forwarding agency will be paid by the Supplier. Customs duty, cess and Customs House Agent charges of the equipment will be reimbursed to Supplier after submission of the relevant documents to Purchaser as required for release of the same. Reimbursement of Customs duty, cess and Customs House Agent charges shall be carried out only at actuals, in INR and upon submission of the original documents to the Purchaser, towards proof of having paid such duties, charges and cess at actuals. If the Selected Bidder fails to supply the Goods (including any components of Goods) from the Country of Origin as specified in the Technical Bid, the Purchaser shall have the right to forthwith reject such Goods or such component of Goods and reimbursement of the Customs Duty, cess and/ or other charges on such Goods (or component of Goods) shall be refused by the Purchaser and no claims will be entertained by the Purchaser on this behalf. However, any charges or liquidated damages or penalties imposed by the Customs authority/ Customs House agent/ Clearing and Forwarding agency on the Selected Bidder for delayed lifting of the Goods from the port of import shall not be borne by the Purchaser and any claim for reimbursement on such account shall be refused by the Purchaser.

While claiming reimbursement of duties, taxes etc. (like Customs duty and/or cess) from the Purchaser/Consignee, as and if permitted under the contract, the Supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, the Supplier shall refund to the Purchaser/Consignee forthwith.

B) Payment for Domestic Goods

Quotes against the domestic goods are to be filled in designated cells in the BOQ. Payment shall be made in INR as per quoted rate in the BOQ. The quoted INR will remain valid and unchanged for 2(two) years. The bidders should provide breakup of the aggregated cost of domestic goods in Form 7.

a) On delivery:

80% (eighty percent) payment of the unit price quoted in "Domestic Goods" read with Break up given in Form 7 shall be paid against satisfactory installation which will be released after Satisfactory Installation Certificate is issued by the user Department in the prescribed format given at Form-3a & 3b.

b) On completion of satisfactory functioning of 90 days after Commissioning

Balance 20% payment of the unit price quoted in "Domestic Goods" read with break up given in Form 7 on receipt of 90 days Satisfactory Functioning Certificate, for a continuous period of 90(Ninety) days without any disruption of service after Installation and Commissioning of the equipment, duly signed by Medical College / Hospital Authority.

C) Payment for Turnkey Work (site preparation including interiors):

Payment for Turnkey Work (site preparation including interiors) will be made to the Supplier in INR on completion of satisfactory performance for 90 days after installation, commissioning of the Goods and issue of final acceptance certificate stating “satisfactory functioning of the equipment for 90 (Ninety) days after commissioning” by the Consignee, for a continuous period of 90 (Ninety) days without any disruption of service after Installation and Commissioning of the equipment. The final acceptance certificate shall be signed by the Medical College / Hospital Authority or issued after joint visit by authorized official(s) from WBMSCL and the Medical College / Hospital Authority.

Payment terms for the make in India Product

Payment for Main Equipment & Domestic Goods: Irrevocable and non – transferable 100% LC shall be opened, however, if the Supplier requests specifically to open confirmed LC, the additional charges, if any would be borne by the Supplier. If LC is required to be extended and/or amended for reasons not attributable to the Purchaser/Consignee, the additional charges thereof shall be borne by the Supplier. Applicable custom duty, custom clearance charges and other charges, if applicable will be borne by the supplier.

Terms and Mode of Payment

Payment Terms

A) Payment for Main Equipment:

Quotes against Main Equipment shall be made in Indian Rupee (INR) as specified in the Contract in the following manner:

a) On Shipment:

- (ii) 70% payment of the unit price for Payment for Main Equipment & Domestic Goods will be released against furnishing of Consignee Receipt Certificate (CRC) as per **Format 3a** and against submission of Performance Bank Guarantee of 3% of the order value valid for a period of 26 (Twenty Six) months from the date of Award of Contract (AOC). Bidders may note that the Selected Bidder should submit the Performance Security in the form of an unconditional and irrevocable Bank Guarantee within 14 days after issue of AOC. A Contract will be signed thereafter followed by opening of LC.

The bidders shall submit the documents specified hereunder:

- (i) Four copies of Supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the lorry receipt;
- (iii) Four copies of packing list identifying contents of each package;
- (iv) Insurance Certificate
- (v) Certificate of country of origin.
- (vi) Consignee Receipt Certificate (CRC) as per **Format 3a**
- (vii) Manufacturer’s/Supplier’s warranty declaration;
- (viii) Manufacturer’s/Supplier’s warranty certificate;

- (ix) Manufacturer's own factory inspection report and
- (x) Certificate of Origin issued by the Chamber of Commerce of the concerned country of origin or counter signed by Chamber of Commerce;
- (xi) Inspection certificate for the dispatched equipment issued by recognized/reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to dispatch;

Bidders may note that the selected bidder should submit the Performance Bank Guarantee within 14 days after issue of Award of Contract. A Contract will be signed thereafter followed by opening of LC.

b) After Supply and Installation

15% payment of the unit price quoted at "Basic Price" will be released after supply and satisfactory installation of the Goods and on submission of installation certificate issued by the user Department of the Medical College followed by a joint visit of officials of WBMSCL, PWD and Medical College authority, if required.

c) After Commissioning

Balance 15% payment of the unit price quoted at "Basic Price" will be released after satisfactory commissioning and issue of commissioning certificate by the user Department in the prescribed format given at Form-3.

Bidders are requested to do minor site preparation, if required.

B) Payment for Domestic Goods /Local items

Quotes against the domestic goods are to be filled in designated cells in the BoQ. Payment shall be made in INR as per quoted rate in the BOQ. The quoted INR will remain valid and unchanged for 1(one) year. The bidders should provide breakup of the aggregated cost of Domestic goods in form 7.

a) On delivery:

80% (eighty) percent payment of the unit price quoted in "Domestic Goods" read with Break up given in Form 7 shall be paid against satisfactory installation.