

Notice Inviting e-Tender

West Bengal Medical Services Corporation Limited
Swasthya Bhawan Complex
GN-29, Sector-V, Salt Lake, Kolkata-700091
Phone No (033) 23576504 / 23576505
E mail: wbmisc.wbhealth@gmail.com

SUPPLY OF MOTOR CYCLE AND SCOOTER UNDER REVISED NATIONAL TUBERCULOSIS
CONTROL PROGRAMME FOR THE HEALTH & FAMILY WELFARE DEPARTMENT,
GOVERNMENT OF WEST BENGAL
(Submission of *Online* Bid)

Bid Reference No.: WBMSCL/NIT- 161 /2018

Dated- 08.08.2018

Amendment - II

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf MOTOR CYCLE and SCOOTER under Revised National Tuberculosis Control Programme (RNTCP) to be supplied to various healthcare establishments of the Govt. of West Bengal.
2. WBMSCL hereby invites bids from eligible and qualified Tenderers for supply of MOTOR CYCLE and SCOOTER under Revised National Tuberculosis Control Programme (RNTCP) as per Schedule of Requirement.
3. Intending Tenderer may download the tender document from the e-tender portal of Govt. of West Bengal at wbtenders.gov.in and the website of WBMSCL at www.wbmisc.gov.in. The submission of bids should only be through online at wbtenders.gov.in. Earnest money is to be submitted online only.
4. Non statutory documents, Bid – A, Bid – B & Bid – C are to be submitted concurrently.

Sd/-
Managing Director

Table of Important Dates

| Sl. | Items | Date(s) |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 1. | Date of uploading of N.I.T. Documents (online) / Date of Issue / Published on | 10.08.2018 |
| 2. | Documents download start date (Online) | 10.08.2018 |
| 3. | Date of Pre Bid Meeting with the intending Tenderers in the Conference Hall of West Bengal Medical Services Corporation Limited | 17.08.2018 at 01:00 pm |
| 4. | Bid submission start date (On line) | 23.08.2018 |
| 5. | <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 price 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 number.</p> | 07.09.2018 up to 05:00PM |
| 6. | <p>Last date of submission of all hard copies of the documents uploaded in e-tender during bid submission except BOQ at the registered office of WBMSCL in two separate envelopes,</p> <p>i) In one envelope: Earnest Money Deposit</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> | 10.09.2018 up to 05:00 PM |
| 7. | Bid opening date for Technical Proposals (Online) (Bid A & B) | 10.09.2018 after 05:00 PM |
| 8. | Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation | 12.09.2018 after 02:00 PM |
| 10. | Functional demonstration of the MOTOR CYCLE / SCOOTER | From 13.09.2018 to 14.09.2018 |
| 9. | Submission of non-statutory wanting document (if any) | 13.09.2018 up to 05:00PM |
| 10. | Opening of Financial Bid (Online) | To be notified later |

Section I: Instructions to Tenderers

A. Important information at a glance

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

1. Tender Schedule Details

| SCHEDULE | ITEM | QTY | Warranty |
|--------------|----------------------------------------------|-----|-----------------------------------------------------|
| Schedule-I | Motor Cycle– 108 to 112 CC | 216 | 5 Years or 60,000 KM run whichever is earlier |
| Schedule-II | Scooter – 109 to 125 CC | 14 | |
| Schedule-III | Motor Cycle – 148 to 160 CC (for hilly area) | 3 | |

The following items should be included in the 5 years warranty period,

| List of parts covered under Warranty | | |
|--------------------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sl. | Part | Description |
| 1 | Cylinder Head | Cylinder head & head cover, Tapped cover (Cap inspection Hole), Camshaft holder, Rocker arm & rocker, Rocker Arm Bearing, Rocker arm shaft. |
| 2 | Cam Chain & Tensioner | Cam Sprocket, Cam chain tensioner |
| 3 | Cylinder Head | Cylinder block, Piston, Piston Rings, piston pin, Crankshaft Assembly, Sprocket, All Engine bearings. |
| 4 | Crankcase Assembly | Pump Assembly Oil, Drive Gear, Rotor oil filter & cap, Speed sensor- crankcase mounted, Crankcase LH & RH, Magneto cover, Neutral Switch, Dust cover gear shift cam, Crankcase assembly. |
| 5 | Generator | Magneto assembly, Stator comp, Gear comp., Rotor assembly, Pulsar coil, Stator assembly, Ignition coil, HT cord, Gear starter idle. |
| 6 | Transmission | Drive shaft & countershaft assembly, Gear on main shaft & countershaft, Set of bearings, Collar |
| 7 | Gearshift Drum | Fork, Shaft, Stopper & Springs, Roller gear shift cam, Index star, Cam Comp, Gear shift, Soactact Gear shift switch, Spring gear shift cam stop, Hook Spring G, S cam stopper, Stopper gear shift cam, lever assembly gear shift, Shaft Comp, gear shift. |
| 8 | Kick starter Spindle | Bush, Ratchet, Spring, Gear kick starter, Pinion & Kick shaft(Spindle), lever assembly, Shaft kick Start, |
| 9 | Speedometer Assembly | Speedometer Assembly |
| 10 | Front Brake(Hydraulic) | Master Cylinder, Caliper sub assembly. |
| 11 | Steering System | Fork bolt, Fork holder plate upper & lower, Fork tubs outer & inner. |
| 12 | Front & Rear Wheel | Brake drum, Brake panel plate. |
| 13 | Switches | LH & RH Switches, Ignition Switch, Throttle Control Switch. |
| 14 | Carburetor | Separate parts of Carburetor. |
| 15 | Chassis | Frame assembly, Rear shock Absorber (for leakage only), Petrol Tanks (Seam welding only), Swing arm assembly. |
| 16 | Others | Fuel Cock, Gauge Fuel, Valve Assembly Air Suction, CDI Unit, Rectifier complete, Regulator, SAI valve assembly, Relay Assembly, Starter Relay, Wiring harness, TCI unit and ignition coil assembly. |
| 17 | ABS (if applicable) | HECU, Rear Caliper, Speed sensor, ABS Switch |
| 18 | Variomatic Assembly | Cover Variator, Clutch Shaft, Shaft Intermediate & Wheel Shaft, Face complete fixed & movable driven. Starter gear complete. |

2. Tender Fees : Exempted

3. Earnest Money Deposit (EMD) (E)

| SCHEDULE | ITEM | AMOUNT IN INR | INSTRUMENT |
|--------------|----------------------------------------------|---------------|----------------|
| Schedule-I | Motor Cycle– 108 to 112 CC | 3,00,000.00 | Online Payment |
| Schedule-II | Scooter – 109 to 125 CC | 50,000.00 | |
| Schedule-III | Motor Cycle – 148 to 160 CC (for hilly area) | 30,000.00 | |

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, 2016-17 or 2015-16, 2016-17, 2017-18) as per the Audited Accounts of the Organization as mentioned in the table below:

| SCHEDULE | ITEM | Annual Turnover in Crore Rs. |
|--------------|----------------------------------------------|---------------------------------|
| Schedule-I | Motor Cycle– 108 to 112 CC | 5.0 |
| Schedule-II | Scooter – 109 to 125 CC | 2.0 |
| Schedule-III | Motor Cycle – 148 to 160 CC (for hilly area) | 2.0 |

5 (a) Timeline for Supply & onsite delivery from the date of issuance of Award of Contract

| Schedule | ITEM | Time |
|--------------|----------------------------------------------|---------|
| Schedule-I | Motor Cycle– 108 to 112 CC | 45 Days |
| Schedule-II | Scooter – 109 to 125 CC | 45 Days |
| Schedule-III | Motor Cycle – 148 to 160 CC (for hilly area) | 45 Days |

5 (b) Payment Terms

| SUPPLY OF MOTOR CYCLE AND SCOOTER UNDER RNTCP PROGRAMME |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I. General Terms (i) The payment to manufacturing company will be made under Delivered Duty Paid contract. (ii) The Tenderers should only quote in INR. |

| SUPPLY OF MOTOR CYCLE AND SCOOTER UNDER RNTCP PROGRAMME |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| II. Payment terms for Manufacturer/Indian Distributor Bills against the supply will have to be raised in duplicate in the name of the WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED, along with supporting documents including supply challan etc. duly receipted. Payment would be made from the Head Office of WBMSCL only after satisfactory completion of onsite delivery of the requisite number of MOTOR CYCLE / SCOOTER, fitted with all fittings and accessories as per specification and obtaining certificates to that effect in the format prescribed at Form 3 from the BMOHs concerned, duly countersigned by the respective CMOH/ Deputy CMOHs/RHTO. Statutory deductions like Income Tax etc. would be made from the bills, at applicable rates. Base Price of MOTOR CYCLE / SCOOTER (s) includes value of goods, accessories & ancillaries, freight charges, installation, fittings as required during the period of warranty and any other charges as applicable excluding GST. Applicable GST will be paid extra. |

6. Performance Security (PS)

(In the form of unconditional and irrevocable Bank Guarantee)

| SUPPLY OF MOTOR CYCLE AND SCOOTER UNDER RNTCP PROGRAMME |
|--------------------------------------------------------------------------------------|
| 10% of the Bid Value (Validity should be till the completion of Warranty + 60 days). |

7. Who can Bid (E)

| SUPPLY OF MOTOR CYCLE AND SCOOTER UNDER RNTCP PROGRAMME |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>a) Manufacturing Company The selected manufacturer bidder may hire authorized distributor who will deliver the goods at the consignees and collect payment from WBMSCL on behalf of the selected bidder. However, Award of Contract (AOC) will be issued and agreement will be signed with the manufacturer bidder. All contractual liability, after sales service lies with the manufacturer bidder.</p> |

8. Service Up time in Warranty

| SUPPLY OF MOTOR CYCLE AND SCOOTER UNDER RNTCP PROGRAMME |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Any breakdown to be resolved: District town: within 24 Hours Other Rural Areas: within 48 Hours</p> <p>Maximum Down time allowed: Districts Town - 5 Days Other Rural Areas - 7 Days</p> <p>Penalty beyond 5 days downtime, in case of District Towns, if standby unit is not provided: Rs. 500 per 24 hours per MOTOR CYCLE and SCOOTER (for all Schedules)</p> <p>Penalty beyond 7 days downtime, in case of other rural areas, if standby unit is not provided: Rs. 500 per 24 hours per MOTOR CYCLE and SCOOTER (for all Schedules)</p> |

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

| SUPPLY OF MOTOR CYCLE AND SCOOTER UNDER RNTCP PROGRAMME |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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)

| SUPPLY OF MOTOR CYCLE AND SCOOTER UNDER RNTCP PROGRAMME |
|-------------------------------------------------------------------|
| Must have market existence at least of 5 Years in sales & service |

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.

Note 3: Service Centres

- Preferably at all district towns

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

12. General Instructions

- 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. Submission and Opening of Bids

1. Bidders to submit the following:

A. Non statutory documents - under My Space

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

B. Following 3 covers

- a. BID – A (Should be in multiple page single PDF file)
- b. BID – B (Should be in multiple page single PDF file)
- c. BID – C (BOQ), i.e. Financial Bid

Documents should be uploaded in My Space), Bid – A & Bid – B would constitute the technical bid and Bid – C (i.e. BOQ) would be the financial bid.

Each scanned document should have an index page indicating the names of the documents enclosed and the corresponding page number of the document.

2. Details of the documents to be submitted in My Space and in covers

(a) Documents under My Space

Bidders to upload scanned copy of the following documents under specific Sub-categories of the Categories of space provided in My Space

| Non statutory documents to be submitted under My Document | | | | |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|--------|
| Sl. No. | Activity | Yes/No/NA | Page No in the Bid | Remark |
| 1 | PAN Card | | | |
| 2 | 15 – digit Goods and Services Tax payer Identification Number (GSTIN) | | | |
| 3 | License from Government/ Statutory Authority as applicable OR Registration with the Registrar Of Companies, if applicable. | | | |
| 4 | 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) | | | |
| 5 | ISO certificate | | | |
| 6 | Income Tax returns for assessment year 2014-15, 2015-16 & 2016-17 | | | |
| 7 | Acknowledgement of VAT Returns for 2015-16 or 2016-17 | | | |

| | | | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| | /VAT Clearance Certificate. | | | |
| 8 | Acknowledgement of CST Returns for 2015-16 or 2016-17 /CST Clearance Certificate. | | | |
| 9 | Tender Form as per Form 1 | | | |
| 10 | Satisfactory Performance Certificate from at least 3 (three) organisation of the quoted model in support of the satisfactory operation in India | | | |
| 11 | P/L & Balance sheet 2015-2016 | | | |
| 12 | P/L & Balance sheet 2016-2017 | | | |

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 MOTOR CYCLE / SCOOTER offered for (Self Declaration) with Technical Data Sheet |
| 2 | Comparative Data Table of the Technical Specifications (Form No. 4 of Section III) |
| 3 | 2 sets of Brochure of the offered product / model. |

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

iii) **BID – C [Bill of Quantity (BOQ) and Prices for Consumables & Spares]**

BOQ shall contain the financial quotes in respect of

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

Statement of Breakup of Duties and Taxes should be mentioned in Form 8.

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

In addition to quoting Basic price in BOQ, the Tenderer should upload the following statements in PDF:

1. Cost of Consumables & Spare parts as per Form 9(a) and 9(b)
2. Detailed list of documents annexed at Form 2 Check-List Form, Section III

Note:

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.

Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.

The Earnest Money will be refunded within 15 days after finalization of the tender and/ or submission of Performance Bank Guarantee.

C. Evaluation and Comparison of Bids

(A) Technical Evaluation

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

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

Bidders will have to arrange for a functional demonstration of the offered MOTOR CYCLE and SCOOTER on the notified date. The evaluation of the spec indicator will be made based on the reports of the functional demonstration of the MOTOR CYCLE and SCOOTER s. The functional demonstration (i.e. onsite/offsite) of the MOTOR CYCLE and SCOOTER 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. Functional demonstration of the offered model will be held at Kolkata only.

Bidder has to comply with all Essential 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 MOTOR CYCLE and SCOOTER s.

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.

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

37. Responsiveness of Bids

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

37.2 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.

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

38. Examination of Terms and Conditions and Technical Evaluation

38.1 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.

39. Domestic Preference

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

40. Financial evaluation

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

41. 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.

42. Financial Bid:

Financial bids of the technically qualified bidders will be opened. Award of the Contract will be based on the rates quoted in the financial bid only.

43. Other Terms and Conditions

(a) Sample: Tenderer are to deposit one sample/prototype MOTOR CYCLE and SCOOTER for the purpose of technical evaluation.

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.

(b) Validity of Rates: The price offered will remain effective for 3 (three) months from the date of issue of work order. Supply orders may be placed at different points of time within the said period.

(c) After Sales Service: The supplier will have to ensure that hassle free after sales service is provided against the MOTOR CYCLE and SCOOTER Supplied at least for a period of five years from the date of completion of supply in all respects. Warranty Cards will have to be issued against each MOTOR CYCLE / SCOOTER stamping thereupon the period of warranty and the extent of its coverage. A list of the authorized service centres within the District where after sales service would be available should also be supplied with each MOTOR CYCLE / SCOOTER. Failure to provide satisfactory after sales services will attract penal provisions and / or forfeiture of performance security.

(d) Technical Specifications: Each MOTOR CYCLE / SCOOTER supplied should conform strictly to the technical specifications and WBMSCL would be at liberty to get the MOTOR CYCLE / SCOOTER Tested in any manner whatsoever as may be considered necessary. In the unlikely event of any of the MOTOR CYCLE and SCOOTER failing to conform to the specifications, the entire lot supplied will have to be individually tested in a Testing Laboratory and the expenses for such testing will be charged to the supplier, together with incidentals.

(e) All the above documents are to be submitted at the registered office of WBMSCL. It is essential that all documents in hard copy are to be placed before the Committee and arranged in sequence. All the documents should be appropriately flagged.

(f) Bidders to submit Hard copies of the documents uploaded in e-tender during bid submission. No BOQ to be submitted in hard copy.

(g) Copy of acknowledgement generated by e-tender portal against the documents uploaded during bid submission.

D. General Conditions of Contract

1. 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**

2. 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.

3. 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 at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.**

3.1 In addition to what has been stated above, the following sequence of 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 at least 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 at least 5 years c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee e. Lodging FIR |

E. Award of Contract

42. Award Criteria

- 42.1 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.
- 42.2 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.

43. WBMSCL's right to vary quantities

- 43.1 WBMSCL reserves the right to increase or decrease the quantity of goods and related services originally specified in Section II, 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.

44. Publication of Award of Contract

- 44.1 WBMSCL shall publish the Award of Contract in e-tender portal and its website

45. Signing of Contract

- 45.1 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.
- 45.2 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

46. Performance Security

- 46.1 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 III, Contract forms, or another Form acceptable to WBMSCL. WBMSCL shall promptly discharge the Bid Securities of the unsuccessful Tenderers pursuant to Instructions to Tenderers.
- 46.2 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 should be arranged by the bidders in Kolkata 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 shall be on the discretion of WBMSCL

Section II. Schedule of Requirements

Contents

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

1. Specifications of the Two-Wheeler

Procurement of Motor Cycle and Scooter under Revised Tuberculosis Control Programme (RTNCP)

| Sl. No. | Type of Two-Wheeler | No. of MOTOR CYCLE and SCOOTER to be procured |
|--------------|----------------------------------------------|-----------------------------------------------|
| 1 | Motor Cycle– 108 to 112 CC | 216 |
| 2 | Scooter – 109 to 125 CC | 14 |
| 3 | Motor Cycle – 148 to 160 CC (for hilly area) | 3 |
| Total | | 233 |

Technical Specification

Schedule-I

Motor Cycle – other than hilly area of Darjeeling

| Sl. No. | Make & Model | Model |
|---------|-----------------------------------|---------------------------------------------------|
| 1 | Type of the Two-Wheeler | Motor Cycle |
| 2 | Emission Standard | BS-IV |
| 3 | Type | Aircooled, 4-Stroke |
| 4 | Fuel type | Petrol |
| 5 | Starting Method | Kick & Self |
| 6 | Engine Displacement | 108 to 112 CC |
| 7 | Engine torque | 8.5 Nm to 9.0 Nm at rated rpm |
| 8 | Transmission type | Chain drive |
| 9 | Clutch | Wet type – Multi plate |
| 10 | Gearbox & no of Gears | Manual & four |
| 11 | Ground Clearance | 160 mm to 180 mm |
| 12 | Overall length of the motor cycle | 1950 mm to 2100 mm |
| 13 | Wheel base | 1240 mm to 1260 mm |
| 14 | Tyre | Indian Make tubeless tyre both front & back |
| 15 | Fuel tank capacity | Not less than seven litres |
| 16 | Warranty | 5 years or 60,000 kilometres whichever is earlier |

Schedule-II
Scooter for Lady Officials

| Sl. No. | Make & Model | Model |
|---------|-----------------------------------|---------------------------------------------------|
| 1 | Type of the Two-Wheeler | Scooter |
| 2 | Emission Standard | BS-IV |
| 3 | Type | Aircooled, 4-Stroke |
| 4 | Fuel type | Petrol |
| 5 | Starting Method | Kick & Self |
| 6 | Engine Displacement | 109 to 125 CC |
| 7 | Engine torque | 8 Nm to 9.0 Nm at rated rpm |
| 8 | Transmission type | V-Belt automatic / V-matric |
| 9 | Clutch | Automatic |
| 10 | Gearbox & no of Gears | Automatic / Variomatic (CVT) |
| 11 | Ground Clearance | 125 mm to 155 mm |
| 12 | Overall length of the motor cycle | 1750 mm to 1850 mm |
| 13 | Wheel base | 1230 mm to 1280 mm |
| 14 | Tyre | Indian Make tubeless tyre both front & back |
| 15 | Fuel tank capacity | Not less than five litres |
| 16 | Warranty | 5 years or 60,000 kilometres whichever is earlier |

Schedule-III
Motor Cycle for hilly area of Darjeeling

| Sl. No. | Make & Model | Model |
|---------|-----------------------------------|---------------------------------------------------|
| 1 | Type of the Two-Wheeler | Motor Cycle |
| 2 | Emission Standard | BS-IV |
| 3 | Type | Aircooled, 4-Stroke |
| 4 | Fuel type | Petrol |
| 5 | Starting Method | Kick & Self |
| 6 | Engine Displacement | 148 to 160 CC |
| 7 | Engine torque | 12 Nm to 13 Nm at rated rpm |
| 8 | Transmission type | Chain drive |
| 9 | Clutch | Wet type – Multi plate |
| 10 | Gearbox & no of Gears | Manual & five |
| 11 | Ground Clearance | 160 mm to 180 mm |
| 12 | Overall length of the motor cycle | 1950 mm to 2100 mm |
| 13 | Wheel base | 1280 mm to 1340 mm |
| 14 | Tyre | Indian Make tubeless tyre both front & back |
| 15 | Fuel tank capacity | Not less than 12 litres |
| 16 | Warranty | 5 years or 60,000 kilometres whichever is earlier |

Consignee for District wise number of Motor Cycle and Scooter to be procured

| Sl. No. | District | Motor Cycle – 108 to 112 CC | Scooter – 109 to 125 CC | Motor Cycle 148 to 160 CC (for hilly area) | Total MOTOR CYCLE and SCOOTER |
|--------------|-------------------|-----------------------------|-------------------------|--------------------------------------------|-------------------------------|
| 1 | Bankura | 7 | 1 | 0 | 8 |
| 2 | Bishnupur | 2 | 1 | 0 | 3 |
| 3 | Purba Bardhaman | 14 | 0 | 0 | 14 |
| 4 | Paschim Bardhaman | 6 | 1 | 0 | 7 |
| 5 | Birbhum | 8 | 0 | 0 | 8 |
| 6 | Rampurhat | 1 | 1 | 0 | 2 |
| 7 | Dakshin Dinajpur | 9 | 0 | 0 | 9 |
| 8 | Darjeeling | 3 | 2 | 3 | 8 |
| 9 | Howrah | 8 | 2 | 0 | 10 |
| 10 | Hooghly | 12 | 0 | 0 | 12 |
| 11 | Jalpaiguri | 8 | 0 | 0 | 8 |
| 12 | Alipurduar | 4 | 0 | 0 | 4 |
| 13 | Coochbehar | 3 | 1 | 0 | 4 |
| 14 | Kolkata | 5 | 2 | 0 | 7 |
| 15 | Malda | 10 | 1 | 0 | 11 |
| 16 | Purba Medinipur | 8 | 0 | 0 | 8 |
| 17 | Nandigram | 5 | 0 | 0 | 5 |
| 18 | Paschim Medinipur | 8 | 0 | 0 | 8 |
| 19 | Jhargram | 3 | 0 | 0 | 3 |
| 20 | Murshidabad | 17 | 0 | 0 | 17 |
| 21 | Nadia | 11 | 0 | 0 | 11 |
| 22 | North 24 Parganas | 18 | 0 | 0 | 18 |
| 23 | Basirhat | 8 | 0 | 0 | 8 |
| 24 | Purulia | 9 | 2 | 0 | 11 |
| 25 | South 24 Parganas | 14 | 0 | 0 | 14 |
| 26 | Diamond Harbour | 8 | 0 | 0 | 8 |
| 27 | Uttar Dinajpur | 7 | 0 | 0 | 7 |
| Total | | 216 | 14 | 3 | 233 |

3. STANDARD REQUIREMENTS

Standard format of sticker is attached here (N.B: Bidders are advised to approve the final format after discussion with WBMSCL officials)



The sticker with three logos to be stuck as shown below:



4. LIST OF RELATED SERVICES

i) Incidental Services

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

- (a) Performance or supervision of the assembly, installation and/or start-up of the supplied MOTOR CYCLE and SCOOTER s with shipment of additional accessories.
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each MOTOR CYCLE and SCOOTER
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied MOTOR CYCLE and SCOOTER s at the time of delivery

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 III. 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)

(All the bidders have prepare and submit Form 1)

Date:

Bid Reference No.: _____,

Schedule- _____

Name of Contract: Procurement of Motor Cycle/Scooter under Revised National Tuberculosis Control Programme 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- 153/2018, Dated - 01.08.2018** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to Supply and assemble of [Name of the MOTOR CYCLE and SCOOTER] under Revised National Tuberculosis Control Programme for the districts 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 1(one) year 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 **3 (three)** months 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 **3 (three)** months.

- 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 _____ (*insert name of country of incorporation*) and governed by them.
- f) We have never been blacklisted by any Government Department/ Agency in India during the last 5 years.
- g) There is no adverse report against the MOTOR CYCLE and SCOOTER offered by us in any Government Department / Agency in India.
- h) We will permit WBMSCL or its representative to inspect our accounts and records and other documents relating to the bid submission.
- i) 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.
- j) The time for rectification of the MOTOR CYCLE and SCOOTER will not be more than 5 days at the districts towns and 7 days for the rural areas from the time of the complaint is lodged.
- k) In case the defective MOTOR CYCLE and SCOOTER is not put back to use beyond 5 days at district and 7 days for the rural areas, we will supply alternative MOTOR CYCLE and SCOOTER for providing uninterrupted service.
- l) The penalty for beyond 5 days at district and 7 days for the rural areas of downtime & if standby unit is not provided, will be borne by us in terms of Clause 8. Service Up time in Warranty mentioned in A. Important information at a glance Under Section I: Instructions to Tenderers 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 My Document | | | | |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------|--------|
| Sl. No. | Activity | Yes/No/NA | Page No in the Bid | Remark |
| 1 | PAN Card | | | |
| 2 | 15 – digit Goods and Services Tax payer Identification Number (GSTIN) | | | |
| 3 | License from Government/ Statutory Authority as applicable OR Registration with the Registrar Of Companies, if applicable. | | | |
| 4 | 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) | | | |
| 5 | ISO certificate | | | |
| 6 | Income Tax returns for assessment year 2014-15, 2015-16 & 2016-17 | | | |
| 7 | Acknowledgement of VAT Returns for 2015-16 or 2016-17 /VAT Clearance Certificate. | | | |
| 8 | Acknowledgement of CST Returns for 2015-16 or 2016-17 /CST Clearance Certificate. | | | |
| 9 | Tender Form as per Form 1 | | | |
| 10 | Satisfactory Performance Certificate from at least 3 (three) organisation of the quoted model in support of the satisfactory operation in India | | | |
| 11 | P/L & Balance sheet 2015-2016 | | | |
| 12 | P/L & Balance sheet 2016-2017 | | | |
| BID - A | | | | |
| Sl. No. | Activity | Yes/No /NA | Page No in the Bid | Remark |
| 13 | Earnest Money Deposit (EMD))/ Bid Security in the form of | | | |

| | Bank Guarantee (BG) | | | |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|--------|
| 14 | 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.” | | | |
| BID - B | | | | |
| Sl. No. | Activity | Yes/No/NA | Page No in the Bid | Remark |
| 15 | Model of the MOTOR CYCLE and SCOOTER offered for (Self Declaration) with Technical Data Sheet | | | |
| 16 | Comparative Data Table of the Technical Specifications (Form No. 4 of Section III) | | | |
| 17 | 2 sets of Brochure of the offered product / model. | | | |
| 18 | Turnover of the Company during last 3 Financial Years in Lakh - to be certified by practicing Chartered Accountant as per format given in FORM 5 | | | |
| 19 | Number Of MOTOR CYCLE and SCOOTER Manufactured during Last 3 Years as per format given in FORM 6 | | | |
| 20 | Credential Of Bulk Supply during last 3 years as per format given in FORM 7 | | | |
| 21 | Points of presence in the Service Network as per FORM 7A | | | |
| 22 | Declaration of Quality Certification of Motor Cycle/Scooter (ARAI/equivalent)- Automotive Research Association of India) | | | |

FORM 3 (Satisfactory Delivery Certificate)

TO WHOM IT MAY CONCERN

Certified that M/S has supplied
..... (in words) Number of Motor Cycle/Scooter
for under Revised Tuberculosis Control Programme in
..... District on (date) In terms
of Work Order No. Datedof the West
Bengal Medical Services Corporation Ltd.

The Two-Wheelers are completely fitted and conform to the specifications of the tender. The
Warranty Cards covering 5 years warranty or 60,000 km run whichever is earlier for each of the
MOTOR CYCLE and SCOOTER have also been received.

Date:

BMOH

Place:.....

Block Office Seal

Countersigned

CMOH/ Dy. CMOH/RHTO

.....

Office Seal

Form 4: TECHNICAL SPECIFICATION FORM (Technical Compliance Statement)

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

Schedule No. : MOTOR CYCLE and SCOOTER:
Offered Model:

| <i>Sl</i> | <i>WBMSCL's minimum Technical Requirements</i> | <i>Technical Compliance</i> | <i>Remarks</i> |
|-----------|------------------------------------------------|-----------------------------|----------------|
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THE OFFERED PRODUCTS ARE IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS AND TECHNICAL REQUIREMENTS:

YES NO

ANY DEVIATIONS MUST BE LISTED BELOW:

FORM 5

Turnover of the Company during last 3 Financial Years in Lakh.

| Name of the Company | Financial Year | Amount (Rs) | Total Amount (Rs) | Average Amount (Rs) |
|---------------------|----------------|-------------|-------------------|---------------------|
| | FY 2014-15 | | | |
| | FY 2015-16 | | | |
| | FY 2016-17 | | | |

FORM 6

Number Of Motor Cycle/Scooter Manufactured during Last 3 Years.

| Name of the Company | Financial Year | Quantity (Nos) | Total Quantity (Nos) | Average Quantity (Nos) |
|---------------------|----------------|----------------|----------------------|------------------------|
| | FY 2014-15 | | | |
| | FY 2015-16 | | | |
| | FY 2016-17 | | | |

FORM 7

Credential Of Bulk Supply during last 3 years.

| Name of the Company | Financial Year | Quantity (Nos) | Total Quantity (Nos) | Average Quantity (Nos) |
|---------------------|----------------|----------------|----------------------|------------------------|
| | FY 2014-15 | | | |
| | FY 2015-16 | | | |
| | FY 2016-17 | | | |

FORM 7A

Points of presence in the Service Network for Motor Cycle/Scooter
(Distributor/Wholesaler/Dealer/Services Network in West Bengal or adjacent areas)

| Sl. No. | Name of the District | Name | Address | Category (Dealer/Distributor) | Contact No | Total Nos |
|---------|----------------------|------|---------|-------------------------------|------------|-----------|
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Form 8: Statement of Breakup of Duties and Taxes

| Sl. No. | Particulars | Percentage | Price (In INR) |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 1 | Basic Price of MOTOR CYCLE/ SCOOTER including value of goods, accessories & ancillaries, freight charges including fittings and any other charges as applicable excluding GST | | |
| 2 | GST | | |
| Gross Price | | | |

Form 9(a): PRICES FOR CONSUMABLES

| Sl. No | Items | Basic Price of 1(one) number in INR excluding GST |
|--------|-------|---------------------------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

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

Form 9(b): PRICES FOR SPARES

| Sl. No | Items | Basic Price of 1(one) number in INR excluding GST |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 1 | Cam chain guide, Pin sprocket Knock | |
| 2 | Gear primary drive, Primary clutch (Jive), Pin assembly clutch release. Plate Clutch release, Nut Clutch Shift, Hub clutch, Primary driven gear assembly. | |
| 3 | | |
| 4 | | |

FORM 10

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."