



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 and Commissioning of Robotics Surgical System with Instrumentation
Accessories at IPGME&R and SSKM Hospital**
(Submission of Bid through *online*)

Bid Reference No.: WBMSCL /NIT-475/2023	Dated-14.08.2023
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1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf **Supply and Commissioning of Robotics Surgical System with Instrumentation Accessories at IPGME&R and SSKM Hospital**
2. WBMSCL hereby invites bids from eligible and qualified bidders for the **Supply and Commissioning of Robotics Surgical System with Instrumentation Accessories at IPGME&R and SSKM Hospital** as per Schedule of Requirement.
3. Intending bidders 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.wbmsc.gov.in. The submission of bids should be online only at wbtenders.gov.in. Earnest Money Deposit of an amount of Rs. 18,00,000/- (Rupees Eighteen Lakhs only) shall be paid, of which Rs. 2,00,000/- (Rupees Two Lakhs only) shall be transferred by way of electronic transfer to the designated bank account as mentioned in the website <https://www.wbtenders.gov.in> and the remaining amount of Rs. 16,00,000/- (Rupees Sixteen Lakhs only) to be paid offline by way of issuing Bank Guarantee in the form given in Form - 11 issued in favour of 'West Bengal Medical Services Corporation Limited' from any scheduled commercial 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	Date(s)
1.	Date of uploading of N.I.T. Documents (online) / Date of Issue / Published on	17.08.2023
2.	Documents download start date (Online)	17.08.2023
3.	Date of Pre bid Meeting with the intending bidders in the Conference Hall of West Bengal Medical Services Corporation Limited	23.08.2023 at 12:00 noon
4.	Bid submission start date (Online)	30.08.2023
5.	<p>Bid submission closing (Online) Bid submission includes: i) Non statutory documents to be submitted under <u>My Documents</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 Documents</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 bidder 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>	11.09.2023; up to 3:00 PM
6.	<p>Last date of submission of:</p> <ol style="list-style-type: none"> Earnest Money Deposit (Copy of proof of electronic transfer of Rs. 2,00,000/- and original Bank Guarantee of Rs. 16,00,000/- issued in favour of WBMSCL) Hard copies of the documents uploaded in e-tender during bid submission. No BOQ to be submitted in hard copy. <p>N.B.:</p> <ol style="list-style-type: none"> All the above documents are to be submitted at the registered office of WBMSCL. <p>It is essential that all documents in hard copy are to be placed before the Bid Evaluation Committee and arranged in the same sequence as given in the Check List. All the documents should be appropriately flagged.</p>	11.09.2023; up to 5:00 PM
7.	Bid opening date for Technical Proposals (Online)(Bid A & B)	To be notified later
8.	Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the Technical Bid evaluation	To be notified later
9.	Functional demonstration of the equipment	To be notified later
10.	Submission of non-statutory wanting document (if any)	To be notified later
11.	Opening of Financial Bid	To be notified later

Section I: Instructions to Bidders

(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

Sl. No.	Item	Qty	Warranty	Comprehensive Maintenance Contract (CMC)
1	Robotics Surgical System with Instrumentation Accessories	01	2 Years	8 Years

2. Tender Fees: Exempted

3. Earnest Money Deposit (EMD)

Sl. No.	Item	Amount In Lakh (INR)	Instrument
1	Robotics Surgical System with Instrumentation Accessories	2.00	By way of electronic transfer to the designated bank account
		16.00	Offline (In the form of Bank Guarantee) as per Form 11

4. Annual Turnover Requirements: (E)

The bidders should have minimum average annual turnover in the last three financial years (2019-2020, 2020-2021 and 2021-2022) as per the audited accounts of their organization as specified in the table below:

Sl. No.	Item	ANNUAL TURNOVER in Crore Rs.
1	Robotics Surgical System with Instrumentation Accessories	10.0

5.

(a) Timeline for Supplies& Commissioning

Sl. No.	Item	Timeline in days
1	Robotics Surgical System with Instrumentation Accessories	75 (Seventy Five) days from date of opening of LC (Letter of Credit)/requisite power at the site, whichever is later.

(b) Payment Terms

Payment terms for the imported product

Payment for Goods to be imported from abroad for Robotics Surgical System with Instrumentation 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 **Robotics Surgical System with Instrumentation Accessories** 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.

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

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.

6. Performance Security (PS)

In the form of unconditional and irrevocable Bank Guarantee to be submitted within 10 days after receipt of intimation of opening of LC by the Purchaser.

Robotics Surgical System with Instrumentation Accessories
10% of the Bid Value (Validity should be till the completion of 2 years Warranty period + 60 days).

7. Who can bid

Robotics Surgical System with Instrumentation Accessories
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- (1) Manufacturing Company
- (2) Manufacturer's subsidiary in India
- (3) Manufacturer's sole Authorized Distributor / Business Partner, in case the manufacturing company does not have registered office/ commercial establishment in India.

Bidders would only be eligible, if they agree to remain responsible for providing Comprehensive Maintenance Services (including all spares) for the entire useful life of the Equipment after expiry of the Warranty Period.

8. Service Up time in Warranty & CMC

Robotics Surgical System with Instrumentation Accessories
Working condition for a minimum period of 350 days out of a period of 365 days(i.e. 96% uptime)
The response time to any fault should be not more than 8 hrs . Time for rectification should not be more than 24 hours
Maximum Downtime allowed without penalty : 72 hours
Penalty beyond 12 hours of non physical attendance: Rs25,000 per 24 hours per equipment Penalty for Downtime after 72 hrs : Rs50,000 per 24 hour per equipment.

9. Penalty for Delayed Delivery/Delayed setting up of Services, Installation and Commissioning

Robotics Surgical System with Instrumentation Accessories
If the Supplier fails to deliver, install or commission any or all of the Goods or fails to perform the services within the time prescribed in the Contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the Contract , for each day of delay in delivery, installation or commissioning of any or all of the Goods, as penalty, extend the warranty period for 3 (three) days until actual delivery or installation or commissioning.

10. Experience and Technical Capacity

Robotics Surgical System with Instrumentation Accessories
The manufacturer whose product is offered by the bidder must have commissioned at least 3(Three) units of the offered/similar model which are functioning satisfactorily as on the date(s) of physical inspection& functional/working demonstration, of which at least 1(one) equipment out of the 3(three) should be installed in India.
The offered equipment must be from manufacturing unit having the ISO quality certification. The certificate must be valid and issued by an internationally recognised inspection company.
The equipment (including all its components) supplied shall only be sourced from the Country of Origin which is cited in the Technical Bid by the bidder. Supply of equipment from another Country which is different from the Country of Origin as quoted in the Technical Bid may result in such shipment being refused and returned, which shall only be at the Supplier's risk and cost.
Bidders shall invariably furnish documentary evidence / Client's certificate of at least 3 (three) users of the quoted model in support of the satisfactory operation. At least 1(one) certificate out of the 3(three) should be from healthcare facility in India.
Bidders shall furnish a copy of the Agreement/ MOU with their agency which shall undertake the Turnkey Work on behalf of the bidder and shall also furnish atleast 3 (three) certificates issued in

favour of the agency demonstrating satisfactory completion of Turnkey Work for **Robotics Surgical System with Instrumentation Accessories** in Government hospitals/ medical colleges in India within the last 3 (three) financial years.

Confirmation from manufacturer of the offered equipment that all the facilities exist in its factory for inspection and testing and these will be made available to WBMSCL or its representative, if inspection is considered necessary by WBMSCL and necessary expenses of WBMSCL for making such inspection shall be at the cost and expenses of WBMSCL.

11. **Restrictions under Rule 144(xi) of the general Financial Rules(GFRs),2017:**As per office memorandum from the Ministry of Finance, Govt. of India the following clause will be effective from dated- 08.02.2021 where has been clearly mentioned that “in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent Authority.”

12. **Note1:**Warranty and CMC includes the equipment(including all accessories, ancillaries as given in the specification of the equipment)

Note2: The bidders, who have downloaded the Bidding Documents, shall be solely responsible for checking these websites for any amendment, addenda or corrigenda issued subsequently to the Bidding Documents and takes into consideration the same while preparing and submitting the bids.

Bids will be opened in the presence of bidders' representative who chooses to attend on the specified date and time. However, opening of bids will not be stopped for absence of any bidder or his authorized representative at the notified time.

Note 3: Service Centers

➤ Preferably in three locations at Kolkata and Siliguri.

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

13. 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.wbmssc.gov.in. The submission of bids should only be through 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

14. Scope of Bid

- 14.1 The type of Goods and related services to be purchased is: **Robotics Surgical System with Instrumentation Accessories** as per the Schedule of Requirements.

15. Source of Funds

- 15.1 Funds received from the **Department of Health and Family Welfare, Government of West Bengal (DoHFW)**, for the procurement of Medical Equipments on behalf of the **DoHFW**.

16. Fraud and Corruption

- 16.1 It is WBMSCL policy to require that bidders, 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 bidders 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 bidder recommended for award has engaged in corrupt practices in competing for the contract in question;
 - (c) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to become a WBMSCL registered Vendor if it at any time determines that the bidder 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 require a WBMSCL registered 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.
- 16.2 Any bidder 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 bidders or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the bidder from WBMSCL vendor roster and may lead to suspension following review by WBMSCL Vendor Review Committee.

- 16.3 It is required that bidders, 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 Government of India 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 bidder; 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.

17. Eligible Bidders

- 17.1 A bidder and all parties constituting the bidder may have the nationality of any country.

A bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they 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;

- 17.2 A bidder that is under a declaration of ineligibility by WBMSCL in accordance with Instructions to Bidders at the date of award of contract shall be disqualified. Bidders 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 Government of India or any other State Government or WBMSCL,
- Suppliers have been declared ineligible by Government of West Bengal or Government of India or any other State Government or WBMSCL.

18. Eligible Goods and related services

- 18.1 All the Goods and related services to be supplied under the Contract may have their origin in any country.
- 18.2 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

19. Sections of Bidding Documents

19.1 The Bidding Documents consist of:

- Section I. Instructions to Bidders
- Section II. General Conditions of Contract (GCC)
- Section III. Special Conditions of Contract (SCC)
- Section IV. Schedule of Requirements
- Section V. Bidding Forms
- Section VI. Contract Forms

19.2 The bidder 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.

19.3 Bidders 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. Bidders are encouraged to advise WBMSCL, if they disagree.

19.4 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.

20. Clarification of Bidding Documents

20.1 A prospective bidder requiring any clarification of the Bidding Documents shall contact WBMSCL in writing at procurement@wbmsc.gov.in

21. Amendment of Bidding Documents

21.1 At any time prior to the deadline for submission of bids, WBMSCL may amend the Bidding Documents by issuing addenda/corrigenda to be uploaded in the e-tender portal & website of WBMSCL.

21.2 To give prospective bidders 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

22. Bidders are to prepare and submit the following:

- i) Non statutory documents to be submitted under My Documents
 - 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”

23. **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid.

24. **Language of Bid**

The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder 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 shall be permitted provided they are accompanied by an accurate translation of the relevant passages into English and duly authenticated.

25. **Alternative Bids**

Alternative bids will not be accepted.

26. **Bid Prices**

26.1 The prices in the BOQ shall conform to the requirements as specified in the tender.

26.2 The Inco terms shall be governed by the rules prescribed in the Inco terms 2020, published by The International Chamber of Commerce.

26.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. Provided further that for the imported goods, in case any delay in the supply of such imported goods results in the INR value of the price in USD quoted by the Selected Bidder getting substantially increased and such delay is solely attributable to the Selected Bidder, leading to a substantial increase in the INR value of the price in USD being paid by WBMSCL, in such case, WBMSCL shall be at liberty to deduct the excess INR value spent in making payment to the Selected Bidder from the Bid Price quoted by the Selected Bidder for the Domestic Goods and/or Turnkey Works, as WBMSCL may deem fit and convenient.

27. **Currencies of Bid**

The bidder shall quote

- (i) The rate of the equipment in USD only.
- (ii) Domestic Goods & Cost of site Preparation including interiors in INR only
- (iii) **Cost of year wise CMC charges in INR only excluding applicable taxes**

28. **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 bidder 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.

29. **Documents Establishing the Qualifications of the bidder**

As per Form 2: Check-List of Section V of the Bidding Documents.

30. Period of validity of Bids

- 30.1 Bids shall remain valid for a period of **2 (Two) years** from the date of opening of Financial Bid. A bid valid for a shorter period than specified in previous lines shall be rejected by WBMSCL as non responsive.
- 30.2 In exceptional circumstances, prior to the expiration of the bid validity period, WBMSCL may request bidder 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.

31. Period of validity of the bid price:

The Bid Price shall remain valid for a period of **2 (Two) years** from the date of opening of the Financial Bid.

32. Earnest Money Deposit (EMD):

- 32.1 The EMD shall be of an amount of Rs. 18,00,000/- ((Rupees Eighteen Lakhs only)), of which Rs. 2,00,000/- (Rupees Two Lakhs only) shall be transferred by way of electronic transfer to the designated bank account as mentioned in the website <https://www.wbtenders.gov.in> and the remaining amount of Rs. 16,00,000/- (Rupees Sixteen Lakhs only) to be paid offline by way of issuing Bank Guarantee as per Form 11 from any scheduled commercial bank payable at Kolkata, to be issued in favour of "**West Bengal Medical Services Corporation Limited**", GN-29, Swasthya Sathi, Sec-V, Salt Lake, Kolkata- 700091.
- 32.2 Any bid not accompanied by a substantially responsive EMD in accordance with Instructions to Bidders shall be rejected by WBMSCL as non-responsive.
- 32.3 The EMD of unsuccessful bidders shall be returned as promptly as possible upon the Selected Bidder's furnishing of the Performance Security pursuant to Instructions to Bidders.
- 32.4 The EMD may be forfeited:
- (a) if a bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Submission Form, except as provided in Instructions to Bidders; or
 - (b) if the Selected Bidder fails to:
 - (i) Sign the Contract in accordance with Instructions to Bidders;
 - (ii) Furnish a Performance Security in accordance with Instructions to Bidders;

33. Signing of Bid – The bid should be digitally signed and uploaded on the E-tender portal.

34. Withdrawal, Substitution and Modification of Bids

- 34.1 The bid once submitted cannot be withdrawn but prior to the deadline prescribed for submission of bids, a bidder may substitute, or modify its Bid after it has been submitted.
- 34.2 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 reject the bids of such bidder and/ or cancel the entire bidding process.

35. Confidentiality

Any effort by a bidder 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 Bidders from the time of bid opening to the time of award of contract, if any bidder wishes to contact WBMSCL on any matter related to the bidding process, it should do so in writing.

E. Submission and Opening of Bids

36. The following are to be submitted:

i) Non statutory documents to be submitted under My Documents

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

Guidelines for uploading documents in **My Documents**:

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	a) PAN Card b) GST registration Certificate c) IEC Certificate
2	CREDENTIAL	CREDENTIAL	<ol style="list-style-type: none"> Performance Statement Form (For the period of last three calendar years ending December 2022) - Form 6 of Section V <ul style="list-style-type: none"> Submitted document should be supported with Work order / supply order copy Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) against the work order <p style="text-align: center;">OR</p> <p>Proof of payment against supply and installation against the work order that the bidder have supplied medical equipment in Hospitals in India during the last 3 (three) Financial Years (FY).</p> <ol style="list-style-type: none"> Certificate for carrying out Turnkey Work satisfactorily issued in favour of the agency engaged by the bidder for carrying out Turnkey Work. Certificates have to be provided for at least 3 (three) Turnkey Works which are to be issued by Government hospitals/ medical colleges in India during the last 3 (three) Financial Years (FY). Agreement/ MOU between the bidder and the agency proposed to be engaged for carrying out the Turnkey Work.
3	DECLARATION	DECLARATION1	Income Tax returns for assessment years 2020-2021, 2021-2022 and 2022-2023 (Financial years 2019-2020, 2020-2021 and 2021-2022).

Sl. No.	Category Name	Sub - Category Name	Document Name
		DECLARATION2	Tender Form as per Form 1
4	EQUIPMENT	MACHINERIES 1	Manufacturer's Authorization (if applicable) as per Form 5A of Section V
		MACHINERIES 2	Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation & at least 01 (One) for the quoted model in India.
		MACHINERIES 3	Spare parts and accessory manufacturers authorisation as per Form 5B of Section V

(ii) Statutory Documents

(a) **BID – A** (Should be in multiple page single PDF file)

1. EMD (Copy of receipt of online submission of EMD) and BG in the form of Bank Guarantee (BG) must be submitted in Hard copy with the tender.

(a) Declaration of the bidder on letter head that "We agree to submit a copy of the Tender Documents and its Amendments and Addenda thereto duly initialed 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 Brochure and Technical Data Sheet.
2	Compliance Sheet of the technical specifications (Form No. 4 of Section V) duly signed & stamped by Authorized signatory of the Manufacturing company
3	1 set of Brochure of the offered product / model.
4	Certification of the equipment should be European CE (4 digit notified body) / US FDA / BIS / CDSCO approved (copy of the certificate submitted with the bid shall be either notarized or apostilled, notarized/ apostilled copy of certificate should be submitted in original)
5	Self declaration by the bidder for agreeing that WBMSCL will do Quality Check by Third Party Agency, If required
6	Confirmation from manufacturer of the offered equipment that all the facilities exist in its factory for inspection and testing and these will be made available to WBMSCL or his representative, if inspection is considered necessary.
7	Pre-requisites of installation like [Power (KVA, Phase, Hz) and any other requirement, if any].
8	Average Annual Turnover of the bidder during the last 3 Financial Years (2019-2020, 2020-2021and 2021-2022)(in INR) - to be certified by practicing Chartered Accountant as per format given in FORM 9
9	Form 10: Declaration of Quality Certification of Equipment (as applicable)
10	Form 12: Basic Information Form

Non-statutory document (document uploaded in My Documents), Bid – A & Bid – B constitute the Technical Bid.

(c) 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 the following:

A. Imported Goods

B. Domestic Goods

Comparison of Financial Bids would be based on [(A) + (B)] as formulated in the BOQ and Form 7 mentioned in the tender document. The rates quoted shall be firm and no variation will be allowed during the period of contract.

i. **Comprehensive Maintenance Contract (CMC):** All bidders shall mandatorily quote CMC prices in the BOQ for each year separately for the CMC services required to be rendered. The Selected Bidder shall enter into CMC after expiry of Warranty and CMC should include the following:

- The equipment including all other accessories, ancillaries and whole turnkey work as given in the specifications of the equipment including UPS, UPS Battery, AC machines and furniture etc.
- The Selected Bidder must enter into the CMC with WBMSCL directly / third party as authorized by H&FW Dept/ WBMSCL. The Selected Bidder must accept the same CMC rate, if the CMC is offered by the third party/WBMSCL then no escalation, no extra cost will be provided. If the Selected Bidder fails to execute the CMC with WBMSCL or third party (as authorized by WBMSCL or H&FW Department), WBMSCL/ such third party may initiate legal action against the Selected Bidder. The Selected Bidder may be debarred to participate in any future tender.
- The execution of CMC of the equipment will be at sole discretion of WBMSCL.
- As per tender terms and conditions, third party items should be included within the CMC rate.
- **Breakdown Calls:** as many numbers as may be required to attend to resolve the complaint lodged by the end-users.
- **Preventive Maintenance:** The Selected Bidder should attend periodic planned preventive maintenances in the following manner:

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
Robotics Surgical System with Instrumentation Accessories	4	4	(i) Supplier/ authorized service provider must attend all breakdown calls during warranty / CMC period. (ii) 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. (iii) The preventive maintenance includes testing & calibration as per technical / service / operational manual, spares, all software updates and labour.

- The cost for Year wise CMC charges after completion of 2 years Warranty in percentage of the sum of quoted price of the equipment and Turnkey Work in the BOQ to be paid to the Selected Bidder in the following manner:

ITEM	CMC charges in percentage(%) for Year1	CMC charges in percentage(%) for Year2	CMC charges in percentage(%) for Year3	CMC charges in percentage(%) for Year4	CMC charges in percentage(%) for Year5	CMC charges in percentage(%) for Year6	CMC charges in percentage(%) for Year7	CMC charges in percentage(%) for Year8
Robotics Surgical System with Instrumentation Accessories	4.50	4.75	5.00	5.25	5.50	5.75	6.00	6.25

- Periodic Calibration:** The Selected Bidder will also undertake periodic calibrations as would be required for quality certification desired by the end-user facilities.

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

- Breakup for Duties and Taxes (as per Form 7 of Section V for equipment).
- Cost of Consumables & Spares as per Form 8(a) and 8(b).
- Whose bidder is quoting in INR need to quote the price under domestic goods Sl. No. 2 along with local accessories at FORM-7

Detailed list of documents annexed at Form 2 Check-List Form, Section V

- Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 10 years residual market life i.e. the offered product shall not be declared end-of-life by the Original Equipment Manufacturer (OEM) before this period.
- The Selected Bidder shall before the expiry of the last 2 years, before the offered product reaches end-of-life shall intimate WBMSCL/ Consignee as to the exact Scope of Work which will be involved in upgrading/ updating such products to meet the necessity of WBMSCL/ Consignee, the likely period for which the upgraded/ updated product can render service and the details of the upgrade/ update such products will require. The Selected Bidder shall ensure that all such upgrades/ updating is done by the Original Equipment Manufacturer or involves the components manufactured by the Original Equipment manufacturer.
- The Selected Bidder has to provide full support including turnkey work, spare parts, consumables and third party items in the Warranty and CMC Period. If the Selected Bidder fails to provide the spare parts, then value of the spare parts, at actuals, will be deducted from the CMC Charges payable to the Selected Bidder.
- If the Selected Bidder is found to have quoted for the same make & model of equipment in the tender of any organization under Government of India/any state govt. within the last 5 financial years, and is found to continue their CMC support more than 10 years after the installation, then the Selected Bidder has to extend the same service to WBMSCL.
- The Selected Bidder shall ensure that all third party items quoted including the accessories, spare parts, ancillaries and consumables are present with the Selected Bidder throughout the

Warranty Period. In the event, any third party items are not available with the Selected Bidder or is not available in the market at the time of AOC, the Selected Bidder shall inform WBMSCL/Consignee within 7 (seven) days from the date of AOC and use best efforts to ensure that the same are procured by them at the earliest.

- The CMC shall provide for guaranteed levels of service parameters including but not limited to percentage uptime to be ensured; performance output levels to be ensured from the Goods, channel of registering service request, response time for resolving the request, channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of service levels etc. This would include but not be limited to provision of help lines, complaint registration and escalation procedures, response time, percentage of uptime and availability of equipment, non-degradation in performance levels after maintenance, maintenance of an inventory of common spares, use of genuine spares etc. The CMC shall also include penalties in the form of liquidated damages for unacceptable delays in responses and degradation in performance output of Goods, including provisions for terminations.

N.B.

- a) Any wrong or misleading information provided by the bidder 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 Security.

F. Evaluation and Comparison of Bids

37. Evaluation of Bids

(a) Technical Evaluation

During the tender evaluation process, **Non-statutory document** (document uploaded in My Documents), **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)
- (ii) Scrutiny of documentary evidence as per Form 2: Check-list, Section V of Bidding Documents submitted by the bidders
- (iii) Verification of the technical compliance of the offered equipment(s) with the technical specifications given at Section IV (Schedule of Requirements) of the Bidding Documents. Bidders shall have to arrange for a physical inspection & working / functional demonstration of the offered equipment on the notified date, if felt required by the Bid Evaluation Committee for the compliance verifications.
- (iv) Evaluation of Specifications indicator:
 - i. 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 equipment.

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 equipment.

A bidder will be considered technically qualified if it,

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

B. Financial Evaluation

The financial bids (Bid – C) of the technically qualified bidders would only be opened. Comparison of Financial Bids would be based on [(A) + (B)] as mentioned in “Submission and Opening of Bids” quoted by the bidders. L1 bidder will be selected based on “quoted price in the BOQ (Excluding all taxes & duties) will be quoted in the Form 7”. This calculation will be done manually for selection of the L1 bidder.

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

38. Responsiveness of Bids

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

38.2 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 bidder's obligations under the Contract;

Or

- (c) If rectified would unfairly affect the competitive position of other bidders 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 bidder 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.

38.3 The bidder shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.

38.4 **Spare parts:** If specified in the List of Requirements and in the resultant contract, the bidder shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the bidder.

38.5 The spare parts as selected by the Purchaser/Consignee to be purchased from the Supplier, subject to the condition that such purchase of the spare parts shall not relieve the Supplier of any contractual obligation including warranty obligations and in case the manufacture of the spare parts is discontinued: i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the Purchaser to purchase the required spare parts etc., and ii) The Supplier shall be responsible for undertaking the supply of any such spare part for the proper upkeep of the equipment for a period of 15 (fifteen) years including the Warranty and CMC periods. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the Goods so that the same are used during Warranty and CMC period.

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

39 Examination of Terms and Conditions and Technical Evaluation

39.1 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.

- 39.2 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 Bidders, it shall reject the bid.
- 39.3 If any deviations to the technical specifications and standards specified in Section IV, Schedule of Requirements exist then the same has to be recorded by the bidder in Form 4 (Technical Specification Form) of Section V. If the deviations are not acceptable to WBMSCL, then the Bid Evaluation Committee shall reject the bid. The deviation statement shall only be submitted in the manner provided in Form 4 as a part of the Technical Bid and if any deviations are separately submitted by any separate letter, e-mail or any other means, before or after the opening of the Technical Bid, such deviations will not be considered and such deviations will be treated as having not been submitted.
- 39.4 Pursuant to the foregoing clause, any deviations stated and submitted by a bidder in the deviation statement in Form 4 of Section V shall be final. No further deviations after opening of the Technical Bid by any bidder shall be entertained or accepted by WBMSCL.
- 39.5 Representations pertaining to the bids of other bidders will ordinarily not be entertained. However, any such representation, if made, shall be required within 7 days from the last date of submission of the Technical Bids, by letter/ e-mail. Any representations received by WBMSCL after 7 days from the last date of submission of the Technical Bids will not be considered.
- 39.6 The bidder shall justify the present quotes based on previous purchase orders for similar goods either in India or globally. If the bidder provides quotations for any new model or upgraded version of earlier model, they may mention the same in their Technical Bid.

The spare parts as selected by the Purchaser/Consignee to be purchased from the bidder, are subject to the condition that such purchase of the spare parts shall not relieve the bidder of any contractual obligations including warranty obligations; and b) In case the production of the spare parts is discontinued: i) Sufficient advance notice shall be given to the Purchaser/Consignee before such discontinuation to provide adequate time to the Purchaser/Consignee to purchase the required spare parts etc., and ii) The bidder shall be responsible for undertaking the supply of any such spare part for the proper upkeep of the goods for a period of 10 years including the warranty and CMC periods. The bidder shall carry sufficient inventories to assure ex- stock supply of consumables and spares for the Goods so that the same are used during warranty and CMC period.

40 Domestic Preference

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

41 Financial evaluation

The Financial Bids of only those bidders who qualify in the Technical Bids will be opened.

42 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 award of contract, without thereby incurring any liability to bidders. During the technical evaluation or financial evaluation of bids, no representations from any bidder with respect to suitability of other bidders will be entertained by WBMSCL or the Bid Evaluation Committee and the Bid Evaluation Committee, may in their discretion, reject or annul bids of such bidders whose representations may be considered detrimental to the conduct of bidding process.

G. Award of Contract

43. Award Criteria

- 43.1 In the event of an award of contract, WBMSCL shall award the Contract to the bidder whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.
- 43.2 Before the award of contract, WBMSCL may inspect the manufacturing facilities of the lowest evaluated responsive bidder to assess its capability to successfully perform the Contract as per the terms and conditions specified in the NIT.

44. Publication of Award of Contract

- 44.1 WBMSCL shall publish the AOC in the website www.wbtenders.gov.in.

45. Signing of Contract

- 45.1 Prior to the expiry of the period of bid validity, WBMSCL shall issue AOC. The draft agreement will be sent to the Selected Bidder along with the AOC and Special Conditions of Contract, if any. No payment shall be made by WBMSCL to the Selected Bidder unless the agreement is signed by the Selected Bidder.

46. Performance Security

- 46.1 Within *14 (fourteen)* days of receipt of the intimation of opening of LC in favour of the Selected Bidder from WBMSCL, the Selected Bidder, 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 bidders pursuant to Instructions to Bidders.
- 46.2 Failure of the Selected Bidder 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 the equipment within India shall be required to be arranged by the bidder before the Bid Evaluation Committee for technical evaluation, as and when requested to do so by the Bid Evaluation Committee prior to the opening of the Financial Bids. The cost incurred for the visit of the members of Bid Evaluation Committee 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.

47. Site handover

- 47.1 At the time of issue of AOC, WBMSCL shall also request the Medical College Authority and other Departments of Government of West Bengal, to take necessary steps for getting the site ready for handover to the Selected Bidder for undertaking supply, installation, commissioning and turnkey works as may be required by the Selected Bidder. Once the said site is ready for handover to the Selected Bidder, WBMSCL shall intimate the Selected Bidder to direct its authorized representative to take handover of the site for undertaking necessary preliminary activities which shall enable the Selected Bidder to keep the site ready for functioning, as and when the equipment reaches the Consignee's location. Once the Selected Bidder has

completed such preliminary activities and is of the opinion, that the site is ready for installation and commissioning of the equipment, it shall communicate the readiness of the site to WBMSCL, who shall only upon receiving of such intimation of readiness of the site, take steps for opening of LC. The Selected Bidder shall upon getting the site ready take steps for obtaining the Procurement License from AERB.

- 43.1 Once the Selected Bidder takes handover of the site and the Goods reach the site, it shall deploy its own security agencies who will be responsible for ensuring the safety of the Goods (including consumables and spare parts) and for ensuring that no theft or pilferage of the Goods takes place. The responsibility to deploy its own security agencies shall continue to remain with the Selected Bidder till the successful commissioning of the Goods. No claims on the part of the Selected Bidder with regards to theft or pilferage will be entertained by WBMSCL, or the user Department or the Medical College Authority.
- 43.2 Once the installation and commissioning of the Goods is carried out at the Site by the Selected Bidder, the Selected Bidder shall assist WBMSCL, or the user Department or the Medical College Authority to take necessary steps for application for AERB license on the date of commissioning.

Section II. General Conditions of Contract

In the event of an order and any dispute arising out of the same, the 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, notated 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 **Supply and Commissioning of Robotics Surgical System with Instrumentation Accessories at IPGME&R and SSKM Hospital** and to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section III, Section IV or Schedule of Requirements of this document.

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

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

2. DEFINITIONS:

- 2.1 Goods: Goods are hereinafter deemed to include, without limitation, such medicines, raw materials, components, intermediate products and products which the SECOND PARTY 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 Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2020 and as the same has been judicially interpreted in India.

3. CONTRACT PRICE:

Prices charged by the SECOND PARTY for the Goods supplied and the related services performed under the Contract shall not vary from the prices quoted by the SECOND PARTY 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 Incoterms2020) 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 Bidders, under sub-section A. Important information at a glance.** The SECOND PARTY shall make arrangements for insuring the Goods against loss or damage incidental to transportation, delivery and storage at the site till installation and commissioning of the equipment at the site. The insurance cover shall be obtained by the SECOND PARTY at its own cost and in its own name and not in the name of the FIRST PARTY or the Consignee. In the event of breakages or loss of Goods during transit, the Goods will have to be replaced by the SECOND PARTY. Transportation, loading and unloading of the Goods from/ at the seaport/ airport/ Site of delivery shall be solely the responsibility of the SECOND PARTY and shall be carried out only by the men and agents of the SECOND PARTY and the SECOND PARTY shall not seek the assistance of the FIRST PARTY or the Medical College Authority for providing any labourers / staff on a temporary basis for assisting the SECOND PARTY in the transportation, loading and unloading of the Goods.

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 Bidders 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 Incoterms2020) 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 Bidders, 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 the FIRST PARTY's cost and expense 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, FIRST PARTY 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 FIRST PARTY 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 FIRST PARTY shall reject them and the SECOND PARTY shall replace the rejected Goods free of cost to the FIRST PARTY, 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 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. Provided further that the FIRST PARTY shall reject the Goods or any components of the Goods sent by the SECOND

PARTY, if the same does not arrive from the Country of Origin as stated by the SECOND PARTY in the BOQ.

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 intimation of opening of LC in its favour from the FIRST PARTY, the SECOND PARTY, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by FIRST PARTY as **per table 6, Performance Security (PS) at Section I: Instructions to Bidders under sub-section A. Important information at a glance** for an amount of 3% 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 having a branch in India.

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 SECOND PARTY as per table 6, Performance Security (PS) at Section I: Instructions to Bidders under sub-section A. Important information at a glance.

11.4 In the event of any amendment issued to the Contract, the SECOND PARTY 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 2 (Two) years 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 SECOND PARTY during the period of warranty.
- 12.1.7 If the SECOND PARTY, having been notified, fails to remedy the defect(s) within the stipulated period, the 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 the FIRST PARTY may have against the SECOND PARTY under the Contract.
- 12.1.8 The SECOND PARTY shall, at all times, indemnify and keep indemnified the FIRST PARTY, free of cost, against all claims which may arise in respect of Goods and services to be provided by the SECOND PARTY 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 FIRST PARTY, the FIRST PARTY shall notify the SECOND PARTY of the same and the SECOND PARTY shall, at its own expenses take care of the same for settlement without any liability to the FIRST PARTY.
- 12.1.9 The SECOND PARTY 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 SECOND PARTY shall visit each installation site as recommended in the manufacturer's technical/ service operational manual and as mentioned in the Bidding Documents during the warranty / CMC period for preventive maintenance.
- 12.1.11 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 two (2) years 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.

- 12.1.12 If the repair of the Goods or the components of the Goods requires the SECOND PARTY to take the Goods or the components of the Goods to any factory for repair, if the price of such Goods or components of such Goods is more than Rupees One Lakh, a bank guarantee of a suitable value may be required to be submitted by the SECOND PARTY to the FIRST PARTY securing such Goods or the components of the Goods, prior to taking such Goods or the components of the Goods for repair.

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 SECOND PARTY 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 SECOND PARTY for anything done or committed to be done in the execution of this contract. The SECOND PARTY 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 SECOND PARTY's negligence and responsibility. The SECOND PARTY 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 SECOND PARTY defend such suit, either jointly with the SECOND PARTY or severally in case the latter chooses not to defend the case and /or proceeding.

14. PENALTYFOR DELAYED DELIVERY / DELAYED SETTING UP OF SERVICES, INSTALLATION AND COMMISSIONING:

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 Penalty for delayed delivery / delayed setting up of Services, Installation and Commissioning at Section I: Instructions to Bidders 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 SECOND PARTY to perform according to this Contract to keep Service Up time in Warranty & CMC of all of the Goods, the FIRST PARTY may exercise one or several of the penal provisions **as per table - 8, Service Up time in Warranty & CMC at Section I: Instructions to Bidders 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 SECOND PARTY during submission of bids	a. Forfeiture of EMD b. May lead to blacklisting by 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 by FIRST PARTY c. Blacklisting to be circulated to all procurement agencies throughout India.
Supplying refurbished goods instead of new/ supplying Goods from a different Country of Origin from what has been stated in the Technical Bid	a. Termination of Contract. b. Blacklisting by FIRST PARTY for 5 years. c. Blacklisting to be circulated to all procurement agencies throughout India. d. Forfeiture of the Performance Security. e. Lodging FIR.

17.	S I T E	Breach of Agreement a. Termination of Contract. b. Blacklisting by FIRST PARTY for 5 years. c. Blacklisting to be circulated to all procurement agencies throughout India. d. Forfeiture of the Performance Security. e. Lodging FIR
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INSPECTION AND PREPARATION

17.1 SECOND PARTY shall inspect the Site at their own cost and expense before bidding. No representations by the SECOND PARTY regarding any major variations concerning the planning or layout of the Site shall be entertained by the FIRST PARTY after the pre-bid meeting. The decision as to what constitutes a major variation or a minor variation shall be at the sole discretion of the FIRST PARTY which shall be valid and binding upon the SECOND PARTY.

17.2 Prior to carrying out site preparation, the SECOND PARTY shall seek approval of the FIRST PARTY with regards to the exact Works to be carried out by the FIRST PARTY for site preparation including all third party items to be used/ supplied and specifications for carrying out such Works like specifications of furniture being used, makes/ brands of tiles being used etc. Only upon receipt of specific approval from the FIRST PARTY with regards to the timing of Works, and specifications of individual items, the SECOND PARTY shall take steps for site preparation.

18. TERMINATION FOR CONVENIENCE:

18.1. FIRST PARTY may, upon notice to the SECOND PARTY, 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.

18.2. In the event of Termination for Convenience, no payment shall be due from FIRST PARTY to the SECOND PARTY except for Goods satisfactorily delivered and for the cost of such necessary work as FIRST PARTY may request the SECOND PARTY to complete.

19. TERMINATION FOR DEFAULT:

19.1 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:

19.1.1 The SECOND PARTY fails to deliver any or all of the Goods within the period specified in the Contract:

- 19.1.2 The SECOND PARTY fails to perform any other obligation under the Contract;
- 19.1.3 The SECOND PARTY, in the judgment of FIRST PARTY, has engaged in fraud and corruption, in competing for or in executing the present Contract;
- 19.1.4 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;
- 19.1.5 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;
- 19.1.6 The 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.
- 19.1.7 Non-compliance of all statutory norms and applicable laws relating to the said contract will entitle the FIRST PARTY to terminate the contract.
- 19.2. Upon occurrence of one or more of the events specified above, the 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 SECOND PARTY.
- 20. CONSEQUENCES OF TERMINATION:**
- 20.1. 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:
- 20.1.1. 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;
- 20.1.2. 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;
- 20.1.3. Transfer title and deliver to the FIRST PARTY any Goods remaining to be delivered as stipulated in the notice of termination; and

20.1.4. Take any other action that may be necessary or that the 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 the FIRST PARTY has or may be reasonably expected to acquire an interest.

20.2. In the event of any termination of the Contract, the FIRST PARTY shall not be liable to pay the SECOND PARTY except for those Goods delivered to the 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 the FIRST PARTY.

21. CONFIDENTIALITY:

21.1. The FIRST PARTY and the SECOND PARTY, their respective 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 the 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.

21.2. The 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 the FIRST PARTY for any purpose other than the performance of the contract.

21.3. The obligation of a party under the two foregoing paragraphs shall not apply to information that:

21.3.1. Now or hereafter enters the public domains through no fault of that party;

21.3.2. 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

21.3.3. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

22. FORCE MAJEURE:

- 22.1 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 widespread) will not constitute force majeure under the contract.
- 22.2 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 the 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 the 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 the 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, the FIRST PARTY shall take such action as it considers, in its sole discretion, 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.
- 22.3 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 the 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, the 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, the 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 suffering any period of suspension in excess of ninety (90) days.
- 22.4 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.
23. **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 the FIRST PARTY seek to impose any instructions on the SECOND PARTY regarding the SECOND PARTY's performance under the Contract, the SECOND PARTY

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 the FIRST PARTY.

24. BENEFITS, CORRUPTION AND FRAUD:

24.1 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.

24.2 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 the 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.

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

25. 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 the FIRST PARTY, nor shall the SECOND PARTY, in any manner whatsoever use the name or official seal of the 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 the FIRST PARTY.

26. ASSIGNMENT:

26.1 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.

26.2 Prior to the written approval of FIRST PARTY, the SECOND PARTY shall promptly notify the 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 the FIRST PARTY following the assignment or transfer and the FIRST PARTY finds that the SECOND PARTY has the financial and technical capacity as laid down in the tender document to carry out the assignment provided that:

- 26.2.1 Such reorganization is not the result of any bankruptcy, receivership or other
Similar proceedings; and
- 26.2.2 Such reorganization arises from sale, merger, or acquisition of all or substantially
all of the SECOND PARTY's assets or ownership interest; and
- 26.2.3 Such reorganization is not taking place with any of the SECOND PARTY 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.
- 26.2.4 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.

27. 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.

28. ARBITRATION:

- 28.1. 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 or negotiation shall be settled by arbitration, in terms of
the provisions of the Arbitration and Conciliation Act, 1996(no.26 of 1996).
The arbitration shall be held in Kolkata only and shall be conducted by a
sole arbitrator to be mutually agreed upon by the parties. The award of the
arbitrator shall be binding on both the parties.
- 28.2. 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.

29. GOVERNING LAW:

The governing law in case of any dispute between the parties shall be the laws of India. .

30. QUALITY OF EQUIPMENT:

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

30.1

Certification Clause:

The quoted model should be USFDA or European CE(4 digit) or BIS or CDSCO approved for the country of manufacturer for which the bid will be submitted by the bidder[The product quoted by the bidder must be supported by certification(acceptable) of the country of origin and moreover the product should not be quoted by the bidder which has mismatch certification with any Other country]

Section III. Special Conditions of Contract

The following Special Conditions of Contract (hereinafter referred to as SCC) shall supplement the General Conditions of Contract (hereinafter referred to as GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in the first column.		
SCC -1	GCC - 6	<p>Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</p> <p>However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</p> <p>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 within 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) Three copies of commercial invoice, indicating the West Bengal Medical Services Corporation Limited (GST No. :</p>

		<p>19AABCW0178RIZM) as the Purchaser on behalf of the DoHFW; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the SECOND PARTY' sstamp/seal;</p> <p>(ii) Four copies of 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 DoHFW 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) Four copies of packing list identifying contents of each package;</p> <p>(iv) Insurance Certificate</p> <p>(v) Manufacturer's/Supplier's warranty certificate covering all items supplied and warranty declaration;</p> <p>(vi) Manufacturer's own factory inspection report</p> <p>(vii) Certificate of Origin covering all items supplied;</p> <p>(viii) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;</p> <p>(ix) 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>(x) Inspection Certificate for the equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to dispatch.</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>(1) Commercial invoice, indicating the West Bengal Medical Services Corporation Limited as the Purchaser on behalf of the DoHFW, the Contract number, loan number; Goods' description, quantity, unit price and total amount. Invoices must be signed</p>
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		<p>in original and stamped or sealed with the SECOND PARTY's stamp/seal;</p> <p>(2) 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>(3) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(4) Packing list identifying contents of each package;</p> <p>(5) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;</p> <p>(6) 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>
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SCC-2		<p>The Comprehensive Maintenance Contract (Including Spare parts)</p> <p>(i) The Consignee/ Government of West Bengal / Operation & Maintenance (O&M) Partner of the Medical College, may, at their 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 price quoted by the SECOND PARTY for carrying out CMC, 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 and upgrades.</p> <p>(iii) The CMC and Repair charges (after Warranty Period) shall be paid quarterly in four equal installments.</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 - 3		<p>The Selected Bidder shall be required to undertake supplies of quantity as per schedule of requirement in phases spread over a period of 24 months from the date of opening of the Financial Bid.</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	Consignee List
Robotics Surgical System with Instrumentation Accessories	01	IPGME&R and SSKM Hospital

Please note:

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

TECHNICAL SPECIFICATIONS

Robotics Surgical System with Instrumentation Accessories

A. Description

The following specification is for a system capable of working in the Master slave mode with the surgeon as the Master and his hand movement are transplanted into minimally invasive instrument capable of navigating inside the human body and performing manoeuvres as desired by the surgeon as per the capabilities of the instruments for performing dissection and suturing in what is come to be called as a robot assisted surgery .

B. Capabilities Specification

1. The equipment must be capable of performing minimally invasive robot assisted operative procedures in General Surgery, GI, Urology, Gynecology, Thoracic, Colorectal for benign and cancer surgeries. The provided system must be the latest generation/procurement.
2. The main Equipment should comprise of the following fully integrated subsystems.
 - i. Surgeon's console open faced / stereo type - with Master controls and an integrated true High-Definition 3D display, head tracking safety feature and a secondary 2D display for DICOM images and other patient information.
 - ii. Patient Side Cart or modular patient side arm carts with 4 universal 8mm / 9mm instrument/camera arms enabling 8mm / 9mm port placements, and with a targeting laser.
 - iii. Vision cart containing camera, image processing units and 3D HD monitor displaying exactly the same 3D video as the principal surgeon for the patient side team, trainees and observers. Also, a 3D HD recording / playback / streaming system with secondary 2D monitor for controlling the video recording, live broadcasting and, pre-operative application interfacing.
 - iv. System should be capable for integration of skill simulator/endo trainer with the surgeon console with supplied model of robotic system to practice & enhance surgical skills of new & existing robotic surgeons.
3. High-quality Three-Dimensional view of the field of operation is to be provided by the vision system through its endoscope and the Surgeon should be able to magnify the images with his own controls.
4. The endoscopes should be capable to view at 0 degree and 30 degrees.
5. Camera should provide high resolution images of the operative field along with perception of depth of field.
6. The vendor should provide a list of Instruments, consumables and accessories available for the use of the system suitable for the capabilities of the system.

7. Instrument to be Used with the systems should be able to provide surgeons with natural dexterity and a range of motion equal to the human hand. Such instruments should be able to offer a wide range of tips suitable for performing procedures for benign and oncology surgeries across multiple disciplines. These instruments shall offer Seven degrees of motion mimicking the dexterity of human hand.
8. The masters at the surgeon's console should be capable of translating the natural hand and wrist movements into corresponding precise and scaled movements to the instruments and camera attached to the surgical cart arms minimizing fatigue. Such movements of the instrument tips shall replicate the experience of open surgery.
9. There should be facility for scaling of surgeon hand movements to corresponding smaller instrument tip movements. The surgeon's hand movements shall be replicated at the instrument tip after filtering tremors if any in real time.
10. There should be facility for learning hand - eye coordination movements by simulator's sub system.
11. The system should perform self-checks to provide safety during usage.
12. The system should have built in energy source functionality for monopolar and bipolar cautery also have ability to use external energy source of at least one compatible model for emergency use.
13. Ability to change instruments during surgery safely with proper guidance should be built in.
14. Should provide the flexibility to place scope in any one of the surgical arms during the procedure.
15. Features to provide ability for the assistants in the OR to see and communicate with the surgeon through monitor and telestration.
16. Ability to adjust the surgeon's view via ports and console to suit individual comfort and ergonomics should be available.
17. Ability to enable the surgeon to view two additional video sources from other medical systems with compatible video sources.
18. While the robotic arms shall be operated by sterile persons the vision system and surgeon console shall be non-sterile and are in the operating room.
19. Adequate safety features to prevent inadvertent movements of the surgeon affecting the instruments shall be available.

20. The sub systems shall be easily movable within the OR. If wheels are used there should be features to lock the wheel to prevent movements.
21. The system shall provide video output suitable for connecting to external devices such as recorders and additional video monitors.
22. The system shall have all software required to support all disciplines of surgery which is possible by the system under the control of the system.
23. System shall have features for emergency release of the robotic instruments from the surgery.

C. Other requirements

1. Surgeon Training

Ten surgeons nominated in a phased manner by the 'institution head' shall be trained and certified by the vendor for using the system to perform robot assisted surgeries. The duration of the training and the training method shall be as per International norms at an authorized training center.

2. OT staff training

A set of OT staff such as nurses and OT technicians and biomedical staff shall be trained by the vendor for handling the system covering powering on, moving and positioning the system and observing the system for right function and errors if any etc. The training method and duration shall be outlined by the vendor. There may be multiple batches of OT staff required to be trained over a period of time.

3. Environment and Power

All equipment shall be capable of working on 230 V AC, +/-5%, 50 Hz Power supply. The system shall be capable of working between 22 to 30 Deg C air-conditioned environment.

4. Mandatory Terms and Conditions.

(i) The vendor will perform a detailed Pre-site survey of the operation theatre/institute and will submit a detailed report of the same within 30 days of the tender submission to inform/update the institution about all the auxiliary equipment/s & other requirements if any, necessary for full functioning of the device and its unhindered use for surgery.

(ii) System should be quoted with performance report/certificate of last 5 years by various user/users from government institutions of India.

(iii) The vendor should have a training center in India.

(iv) The vendor should be capable of providing the India proctor support if required during the initial cases / procedures at the institution.

(v) The robotic system should have at least one of US FDA / European CE (4 digit notified body) / BIS/ CDSCO approved.

2. 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 Bidding Documents, 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 two (2) years from the date of acceptance by the Consignee 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. : WBMSCL /NIT- XX/2023, Dated-XX.XX.2023

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, ☎:09XXXXXXXXXX ✉:abc@abc.com, ☎:	
Service Manager : Mr. XYZ, ☎:09XXXXXXXXXX ✉: abc@abc.com,	

3. LIST OF RELATED SERVICES

i) Incidental Services

The SelectedBidder 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 equipment
- (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 equipment at the time of delivery
- (d) The SelectedBidder shall be required to give an undertaking that suitable trained service engineers shall be posted at Kolkata, Siliguri and Durgapur 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)
 - 1.1.1.1 The Purchaser/ Consignee/ Government of West Bengal, may, at their own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier at the price quoted for rendering CMC services by the Supplier.
 - 1.1.1.2 The Supplier shall visit each 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 / Consignee's personnel, on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied equipment. This must be carried out at the time of commissioning of equipment.
- (g) Necessary support from the Original Equipment Manufacturer, as may be required for obtaining Clinical License from AERB.

ii) Availability of Spare parts

The Supplier shall ensure the availability of spare parts for 10(ten) years from the date of commissioning. Inventory of the spare parts shall be required to be maintained by the Supplier for 10(ten) years from the date of commissioning.

4. INSPECTIONS AND TESTS

1. The Suppliers 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.
2. WBMSCL or its representative may inspect and/or test any or all item of the Goods to confirm their conformity to the Contract at their own cost and expense, 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 in the case of domestic bidder or any other legally equivalent document as permissible under the laws of the respective country, where the bidder is incorporated)

Date:

Bid Reference No.: _____ Schedule - ____

Name of Contract: Supply and Commissioning of Robotics Surgical System with Instrumentation Accessories at IPGME&R and SSKM Hospital

To

The 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-XX/2023, Dated -XX.XX.2023** and its Addenda/ Corrigenda thereto are read and accepted without any modification or condition(s).

1. We also certify that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We have quoted for all the jobs in full under the scope of work of the tender
3. We offer to execute the Scope of Work in conformity with Bidding Documents.
4. The offered products are in accordance with the required specifications and technical requirements
5. Our bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of **2 (Two) years** from the date of opening of Financial Bid 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 **2 (Two) years** from the date of opening of Financial Bid 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 **2 (Two) years**.
6. If our bid is accepted, we will submit a Performance Security within 14 (fourteen) days of receipt of intimation of issue of LC in our favour in the prescribed format as given in the Bidding Documents.

7. Our company has been incorporated in accordance with the laws of _____and governed by them.
 8. Our company have commissioned _____nos. of the offered model and providing necessary service support to the equipment.
 9. We have never been blacklisted by any Government Department/ Agency in India during the last 5 years.
 10. There is no adverse report against the equipment offered by us in any Govt. institution.
 11. 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.
 12. 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 Bidding Documents.
 13. We, if selected in the tender will arrange to maintain 96% service up time i.e. a minimum of 350 days out of 365 days in a year of the **Robotics Surgical System with Instrumentation Accessories** during the Warranty & CMC period.
 14. The time for rectification of the equipment will not be more than 48 hours from the time that the complaint is lodged.
 15. In case the defective equipment is not put back to use beyond 72 hours, we will install alternative equipment for providing uninterrupted service.
 16. The penalty for beyond 72 hours downtime & if standby unit is not provided, will be borne by us in terms of Clause 8. Service Up time in Warranty & CMC mentioned in A. Important information at a glance Under Section I: Instructions to Bidders of the Bidding Documents.
2. We understand that:
- i) Partial or incomplete bid submission will lead to cancellation of our bid.
 - ii) 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: The documents listed at Sl. No. 1,2,3&5 must be submitted online during online bid submission or else the bid would be liable to be summarily rejected.

Note 4: The bidders should also note that after opening of the Technical Bids, if any document other than those noted under note 3, is found wanting, WBMSCL shall reserve the right to allow late submission of such document in hard copies at its discretion within a specified time limit.

Non statutory documents to be submitted under <u>My Documents</u>				
Sl. No.	Activity	Yes/No/NA	Page No. in the Bid is mandatory	Remark
1	PAN Card			
	GST registration Certificate			
	IEC Certificate			
2	<p>Performance Statement Form (For the period of last three calendar years ending December 2022) - Form 6 of Section V</p> <ul style="list-style-type: none"> Submitted document should be supported with Work order / supply order copy Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) against the work order <p>OR</p> <p>Proof of payment against supply and installation against the work order that the bidder has supplied medical equipment in Hospitals in India during the last 3 (three) Financial Years (FY).</p>			
3	Certificate for carrying out Turnkey Work satisfactorily issued in favour of the agency engaged by the bidder for carrying out Turnkey Work. Certificates have to be provided for at least 3 (three) Turnkey Works which are to be issued by Government hospitals/ medical colleges in India during			

	the last 3 (three) Financial Years (FY).			
4	Agreement/ MOU between the bidder and the agency proposed to be engaged for carrying out the Turnkey Work.			
5	Income Tax returns for assessment year (2020-2021, 2021-2022, 2022-2023) (financial years 2019-2020, 2020-2021 and 2021-2022)			
6	Tender Form as per Form 1			
7	Manufacturer's Authorization (if applicable) as per Form 5A of Section V			
8	Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation & at least 01 (One) for the quoted model in India.			
9	Spare parts and accessory manufacturer's authorization form (if applicable) as per Form 5B of Section V			
BID - A				
Sl. No.	Activity	Yes/No /NA	Page No. in the Bid	Remark
10	Earnest Money Deposit (EMD) (Copy of receipt of online submission of EMD) and BG in the form of Bank Guarantee (BG)			
11	Declaration of the bidder on letter head that "We agree to submit a copy of the Tender Documents and its Amendments and Addenda there to duly initial 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
12	Model of the equipment offered for (Self Declaration) with Brochure and Technical Data Sheet.			
13	Compliance Sheet of the technical specifications (Form No. 4 of Section V) duly signed & stamped by Authorized signatory of the Manufacturing company			
14	1 set of Brochure of the offered product / model.			
15	Certification of the equipment should be European CE (4 digit notified body) / US FDA / BIS / CDSCO approved (copy of the certificate submitted with the bid shall be either notarized or apostilled, notarized/ apostilled copy of certificate should be submitted in original)			
16	Self-declaration by the bidder for agreeing that WBMSCL will do Quality Check by Third Party Agency, If required			
18	Confirmation from manufacturer of the offered			

	equipment that all the facilities exist in its factory for inspection and testing and these will be made available to WBMSCL or its representative, if inspection is considered necessary.			
19	Pre-requisites of installation like [Power (KVA, Phase, Hz) and any other requirement, if any].			
20	Average Annual Turnover of the bidder during the last 3 Financial Years (2019-2020, 2020-2021 and 2021-2022)(in INR) - to be certified by practicing Chartered Accountant as per format given in FORM 9			
21	Form 10: Declaration of Quality Certification of Equipment (as applicable)			
22	Form 12: Basic Information Form			



Form 3: PROFORMA OF CERTIFICATE

Certificate of commissioning of equipment and its satisfactory and faultless functioning for 90 days after commissioning

(To be issued jointly by the Director/MSVP/Superintendent & HOD)

This is to certify that the equipment(s) as detailed below is functioning satisfactorily since it was commissioned on

- a) Contract No. / Supply Order No. Dated :
- b) Description of the equipment (s) :
- c) Serial no. of the equipment (s) :
- d) Quantity :
- e) Name of the Health Facility :
- f) Date of commissioning :
- g) Date of completion of 90 days satisfactory and Faultless functioning of equipment :

Signature of Authorized Signatory of Facility
(Rubber stamp to be affixed)

Signature of HOD
(Rubber stamp to be affixed)

Signature of the equipment Supplier
(Rubber stamp to be affixed)



Form3a: Consignee Receipt Certificate (CRC)

(To be issued by consignee's authorized representative)

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

Date of supply by the Company Person or Courier:	
Name and Address of theConsignee:	
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>.....</p> <p>(Signature &Office Seal of authorized representative of Consignee with date)</p> <p>[Name and designation of the signatory to be written capital letter]</p>	
<p>.....</p> <p>(Signature & Office Seal of Head of the Institute/Hospital with date)</p> <p>[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 Bidding Documents.

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

Sl. No.	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:

a) Tools for maintenance

b) 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 equipment, 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 ☐es ☐No

Signature :

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

Designation :

Sl	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& Technical Product Datasheet to be submitted mandatorily)

Bidders must complete the right column of the below table and the compliance confirmation statement as included in Section IV, Schedule of Requirements; technical specifications.

Tender No. _____, dated-

Schedule No. ____ :

<i>Sl. No.</i>	<i>WBMSCL's Specification</i>	<i>Compliance to the tender specification- Give Comments (Complied/Not-complied)</i>	<i>Data Sheet Para & Page Number</i>	<i>Deviation if any (Yes/No); if yes -Give Comments</i>

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

YES

NO

ANY DEVIATIONS MUST BE LISTED BELOW:

Form 5A: MANUFACTURER'S AUTHORIZATION FORM

[The bidder shall require the Manufacturer to fill in this Form in accordance with the instructions in the Bidding Documents. 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 Manufacturer. Such certificate is not required where Manufacturer is the bidder]

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 Bidder]* 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 bidder.

When resold by *[name of bidder]*, these goods are subject to applicable warranty terms of your Bidding Documents.

We assure you that in the event of *[name of bidder]* not being able to fulfill its obligation as our Sales & Service Provider in respect of your Bidding Documents; we would continue to meet our terms stated in the Bidding Documents through alternate arrangements.

Authorized Signatory of the Manufacturer_____

Name_____

Designation with stamp_____

Date_____

Form 5B: SPARE PARTS AND ACCESSORIES MANUFACTURER'S AUTHORIZATION FORM

[The bidder shall require the manufacturers of the spare parts and accessories which are being procured by them for running the equipment to fill in this Form in accordance with the instructions in the Bidding Documents. This letter of authorization should be on the letterhead of such manufacturer and should be signed by a person with the proper authority to sign documents that are binding on such manufacturer.]

Date:

NIT No.:

To:
MD, WBMSCL

WHEREAS

We *[insert complete name of manufacturer]*, who are manufacturers of *[insert category of spare parts/ accessories]* and/or supply of spare parts/ accessories *[insert particulars of spare parts/ accessories being supplied]*, having factories at *[insert full address of place where such items are being manufactured]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid, the purpose of which is to provide the following Goods*[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 bidder.

When resold by *[name of bidder]*, these goods are subject to applicable warranty terms of your Bidding Documents.

We assure you that in the event of *[name of bidder]* not being able to fulfill its obligation as our Sales & Service Provider in respect of your Bidding Documents, we would continue to meet our terms stated in the Bidding Documents through alternate arrangements.

Authorized Signatory of the manufacturer_____

Name_____

Designation with stamp_____

Date_____

Form 6: 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 bidder

Countersigned by and seal of Chartered Accountant

Form 7: STATEMENT OF BREAKUP OF DUTIES AND TAXES

(To be uploaded for each SCHEDULE)

Selection of the L1 bidder would be based on [(A) + (B)] as formulated in BOQ and Form 7 and it will be done after opening of the Financial Bid and manual calculation

Sl. No	Type	Item description in BOQ	Amount to be quoted in INR/US dollar	Payment Mode (a)	Duties & Taxes (b)
1	(A) Imported Goods	Value of the Goods on CIP (Kolkata) [i.e. value of the goods including all charges for export, carriage, insurance during loading, unloading and transportation, loading and unloading at port of export and import] + all other charges (i.e. charges for local transportation and storage, Extended Insurance, installation, commissioning, supervision, demonstration and training) for Imported Goods - Robotics Surgical System - as per Form 7: PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD. (Rate to be quoted in USD)	Amount to be quoted in USD	Payment will be made in USD	Customs Duty, Cess &CHA charges will be paid as applicable
2	(B) Domestic Goods/ Local items	Value of the Goods (at Consignee's Site) [i.e. value of the goods including all charges for supply, storage, installation, commissioning, supervision, demonstration and training] exclusive of all taxes of Domestic Goods / Goods of Foreign Origin Located within India / Goods to be imported and supplied against payment in Indian Rupees as per Form 7: PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA OR GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES (Rate to be quoted in INR)	Amount to be quoted in INR exclusive of GST.	Payment will be made in INR	GST will be paid as applicable by WBMSCL.
Total Amount in INR					

(A) Imported Goods mentioned at SL. No. 1

(B) Domestic Goods mentioned at SL. No. 2

(C) Whose bidder is quoting in INR need to quote the price under domestic goods SL. No. 2 along with local accessories.

Comparison and selection of L1 Bidder:

1. $(A) + (B)$ = Rate quoted in the BOQ (Except taxes & duties).

2. Selection of the L1 bidder = $[(A) + (B)]$

Form8 (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 bidders should furnish the price of all the Consumables of the offered model in a separate sheet. If any bidder does not submit the price of any of the consumables, it will be presumed that those Consumables shall be supplied FREE OF COST by the bidder during Warranty & CMC period.

Form8 (b): PRICES FO RSPARES
(To be uploaded for each SCHEDULE)

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

Form 9: TURNOVER CERTIFICATE

I certify that Average Annual Turnover of *(insert the name of the company)* during the last 3 Financial Years (2019-20, 2020-2021 and 2021-2022) (in INR) *(strike out which is not applicable)* is Rs. as per the audited accounts of the organization.

NOTE: For the purposes of this Clause, exchange rate from any foreign currency to Indian Rupees prevailing on the last day of the respective financial year shall be applicable.

Signature and seal of Chartered Accountant

Form 10: DECLARATION OF QUALITY CERTIFICATION OF EQUIPMENT

(to be issued on the letterhead of the bidder)

I am the authorized 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:

- a. That the device is in conformity with the requirements of the medical devices directive 93/42/EEC which apply to it.
- b. That the above mentioned model of (Name of the Equipment) is CE (European Conformity)/US FDA approved.
- c. That the vendor company and /or supplier on whose behalf I am the authorized signatory admit the responsibility on the subject relating to the standard and safety of the equipment.
- d. That the original copy/ photo copy of the CE/US FDA certification of the offered model is enclosed and / or shall be subject to inspection on demand.

Signature

Form 11: 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: West Bengal Medical Services Corporation Limited, having its registered office at Swasthya Sathi, GN- 29, Bidhannagar, Sector – V, Salt Lake, Kolkata-700 091

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") 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 security.

At the request of the Bidder, 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 Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its bid during the period of bid validity specified by the Bidder 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 Bidders.

This guarantee will expire: (a) if the Bidder is not the Selected Bidder, upon the receipt of a copy of your notification to the Bidder of the name of the Selected Bidder; or (b) if the Bidder is the Selected Bidder, 28 days after the expiration of the Bid Validity Period.

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.

While issuing Bank Guarantee, issuing applicant must mention receiver's details as ICICI Bank A/c. No.: 105605003391, IFSC ICIC0001056, Branch Salt Lake Sector 5, in BG text at which SFMS IFIN 760 message to be sent by issuing bank, to establish the authenticity of given BG.

[Signature]

Form 12: Basic Information Form

ANNEXURE B

Basic information to be provided with the bid

1.1 Identity

(a) Name	
(b) Registered address	
(c) Phone number(s)	
(d) Fax	
(e) Email	
(f) Website	
(g) Address of Manufacturing & Operational Unit along with Phone number, fax number, E-mail ID	

1.2 Contact Person

(a) Name	
(b) Designation	
(c) Location	
(d) Mailing address	
(e) Phone number(s)	
(f) Fax	
(g) Email	

Section VI. Contract Forms

Form 1: PERFORMANCE SECURITY

B.G. No. Dated:

To:

[_____]

West Bengal Medical Services Corporation Limited

SwasthyaSathi

GN-29, Salt Lake, Sector-V

Kolkata-700091

WHEREAS:

(A) West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf for Supply and Commissioning of Robotics Surgical System with Instrumentation Accessories at IPGME&R and SSKM Hospital of the Govt. of West Bengal ("**Project**").

(B) WBMSCL has invited bids from eligible and qualified bidders for the Project.

(C) The Bidding Documents for the Project requires the Selected Bidder to furnish a Performance Security to WBMSCL for a sum of USD [_____] US Dollars _____ only) as security for due and faithful performance of its obligations, under and in accordance with the Bidding Documents (as defined herein below).

(D) We, [PLEASE INSERT NAME OF THE BANK] having our registered office at [PLEASE INSERT ADDRESS OF THE BANK] and one of its branches at [PLEASE INSERT ADDRESS OF THE BRANCH OFFICE] (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security.

Now, therefore, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1 In consideration of you, WBMSCL, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the offer of _____ (a company registered under the laws of _____) and having its registered office at _____ (hereinafter referred to as the "Selected Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **Supply and Commissioning of Robotics Surgical System with Instrumentation Accessories at IPGME&R and SSKM Hospital** (hereinafter referred to as "the Project") pursuant to Bid Reference No. _____ dated _____ issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents", we, (Name of the Bank) having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Selected Bidder, do hereby in terms of Clause 11, of Section - II of the Bidding Documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents by the said Selected Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount (hereinafter

referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Selected Bidder if the Selected Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2 Any such written demand made by the Authority stating that the Selected Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Selected Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Selected Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Selected Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Selected Bidder to keep its Bid open during the Bid Validity Period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding USD_____ (United States Dollars_____) only.

4. This Guarantee shall be irrevocable and remain in full force for a period of 26 months from the date of AOC subject to extensions in accordance with the terms of the Bidding Documents or for such extended period as may be mutually agreed between the Authority and the Selected Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. Each demand made by the Authority shall be sent to the Bank stating that the Selected Bidder has failed to comply with the terms and conditions of the Bidding Documents and as a result of the failure the amount claimed is due to the Authority and the demand shall be signed by an authorized representative of the Authority.

6. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Selected Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Selected Bidder to keep its bid open during the bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Selected Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Selected Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other relevant authority.

7. The Guarantee shall not be affected by any change in the constitution or winding up of the Selected Bidder or the Bank or any absorption, merger or amalgamation of the Selected Bidder or the Bank with any other person or any amendment to Bidding Documents.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Selected Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Selected Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. This Guarantee shall be governed by and construed in all respects in accordance with the laws of India. The courts of India shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Guarantee.

Signed and Delivered by Bank

By the hand of Mr. /Ms....., its and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

Notes:

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.*
- ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.*