

Notice Inviting e-Tender

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

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Supply and Commissioning of Pediatric Cath Lab Machine at the Neonatology Department of
IPGME&R and SSKM Hospital
(Submission of Bid through *online*)

Bid Reference No.: WBMSCL /NIT-47/2023

Dated-02.02.2023

Amendment-VI

5. (b) Payment Terms

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

The amount in USD quoted by the bidders for the items other than the imported one would be converted into INR by applying the RBI Conversion rate applicable at the end of day on the date 2(two) days ahead of the last date of submission of online bids for comparison of bids. The quoted rates in USD for imported goods and INR for domestic goods & 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 & 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 **Pediatric Cath Lab Machine** with all Accessories at port / airport of Lading will be released against furnishing of dispatch documents to the satisfaction of the Purchaser; and against submission of Performance Bank Guarantee of 10% of order value valid for a period of 26 (Twenty Six) months. 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.

The bidders shall submit the documents specified hereunder:

- (ii) Three copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (iii) 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;
- (iv) Four copies of packing list identifying contents of each package;
- (v) Insurance Certificate
- (vi) Manufacturer's/Supplier's warranty declaration;
- (vii) Manufacturer's/Supplier's warranty certificate;
- (viii) Manufacturer's own factory inspection report and
- (ix) Certificate of origin by the chamber of commerce of the concerned country;
- (x) Inspection Certificate for the dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to despatch.

b) After Supply and Installation

15% payment of the unit price quoted at "Basic Price" at port / airport of Lading 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" at port / airport of Lading will be released after satisfactory commissioning and issue of Commissioning Certificate 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 purchaser to Customs or facility/ purchaser will provide Custom 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 for the Custom duty and Clearing charges of the equipments will be reimbursed to supplier after submission of the relevant documents to purchaser as required for release of the same.

While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) 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 1(one) year. The bidders should provide breakup of the aggregated cost of Domestic goods in form 7.

a) On delivery:

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

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 machine, duly signed by Medical College / Hospital Authority.

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

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

8. Service Up time in Warranty & CMC

Pediatric Cath Lab Machine
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: Rs 25,000 per 24 hour per machine Penalty for Downtime after 72hrs: Rs 50,000 per 24 hour per machine

FORM 1

Tender Form

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

Date:

Bid Reference No.: _____ Schedule - ____

Name of Contract: Supply and commissioning of *[Name of the equipment]* for **Pediatric Cath Lab Machine** at Department of Neonatology, IPGME&R and SSKM Hospital.

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

Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.: **WBMSCL/NIT-XX/2023, Dated -XX.XX.2023** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to Supply and Commissioning of Medical Equipments for *[Name of the equipment]* for the Hospitals and Medical Colleges of the Govt. of West Bengal in conformity with your above referred document.

We also

1. certify that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. The offered products are in accordance with the required specifications and technical requirements
3. Our Bid consisting of the Technical Bid and the Price 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)** year.

4. If our bid is accepted, we will submit a performance security within 14 (fourteen) days of issuance of Award of Contract (AOC) in the prescribed format as given in the bid document.
 5. Our company has been incorporated in accordance with the laws of India and governed by them.
 6. Our Company have commissioned _____nos. of the offered model and providing necessary service support to the equipments.
 7. We have never been blacklisted by any Government Department/ Agency in India during the last 5 years.
 8. There is no adverse report against the equipment offered by us in any Govt. institution.
 9. 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.
 10. All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, penalties shall be imposed in terms of the bid document.
 11. We, if selected in the tender will arrange to maintain 96% service up time i.e. a minimum of 354 days out of 365 days in a year of the offered equipment [*name the equipment*] during the warranty & CMC period.
 12. The time for rectification of the equipment will not be more than 48 hours from the time of the complaint is lodged.
 13. In case the defective equipment is not put back to use beyond 72 hours, we will install alternative equipment for providing uninterrupted service.
 14. 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 Tenderers of the bid document.
2. understand that:
- i) Partial or incomplete bid submission will lead to cancellation of our bid.

- ii) The tender inviting and accepting authority can vary quantity up to 40% (forty percent) above or 40% (forty percent) below the required quantity under this tender.
- iii) The tender inviting and accepting authority reserves the right to reject any application without assigning any reason.

Enclose:

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

Name.....

In the capacity of.....

Signed

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

Date.....