

**E-TENDER FOR PURCHASE AND INSTALLATION OF USG COLOUR DOPPLER MACHINE
FOR
J. B. ROY STATE AYURVEDIC MEDICAL COLLEGE & HOSPITAL
170-172 RAJA DINENDRA STREET
KOLKATA 700004**

FOR THE PERIOD 2018-2019

BID DOCUMENT

**Government of West Bengal
Department of Health & Family Welfare**

GOVERNMENT OF WEST BENGAL
Department of Health & Family Welfare
J.B.ROY STATE AYURVEDIC MEDICAL COLLEGE & HOSPITAL
170-172 RAJA DINENDRA STREET, KOLKATA 700004
Ph.- 2554-5417, 2554-5418 e-mail: jbrsamc_2008@rediffmail.com

NIT NO. JBR/NIT-13/17-18

DATED 28/02/2018

Section I:

BID DOCUMENTS INCLUDING TERMS AND CONDITIONS

(Submission of Bid through NIC e-tender portal)

Principal-Superintendent, J. B. Roy State Ayurvedic Medical College & Hospital hereby invites e-tender for procurement and installation of different instruments and equipments for this institute from competent, experienced, bonafide Agencies/ Distributor/Manufacturer. Exemption of EMD is applicable to agencies having valid, item specific certificate issued by appropriate authority of Govt of West Bengal. The rate will remain till 31st March 2019.
The Tender Committee reserves the right of cancellation, adding, reducing or deferring the tender in total or in partial without assigning any reason thereof.

Gyana
28.2.18

Principal-Superintendent
J. B. Roy State Ayurvedic Medical College & Hospital
Principal-Superintendent
J.B.Roy S. A.M College & Hospital
Kolkata-4

1. A: Abbreviations:

“TE Document” means e-Tender Enquiry Document;

“NIT” means Notice inviting e-Tender;

“GIB” means General Instructions to Bidders;

“GCC” means General Conditions of Contract

“VAT” means Value Added Tax

“CST” means Central Sales Tax

“BMW” means Bio-Medical Waste

“DSC” means Digital Signature Certificate

“BOQ” means Bill of Quantity or the Price Schedule in which rates for the e-tender should be quoted and uploaded online on the e-tender

Section II: Requirements: As per Annexure-A

Annexure-A

Serial No	Name of equipment	Department	Earnest Money	Quantity
1	High End Colour Doppler Ultrasound system (Technical specification attached)	Radiology	Rs.-5000.00	At present 1 pc

Technical Specification of 4D Colour Doppler USG Machine.-

1. State of the fully digital, premium end 3D live 4D colour Doppler system for both adult & paediatrics patients.
2. **System should also have following display modes, covering all abdominal, obstetrics and vascular applications.**
 - (a) M-mode should also have angular / anatomical M-mode(any axis M-mode) facility, with upto 1 M-mode omnidirectional cursors.
 - (b) 2D with facility for real time contrast studies.
 - (c) Colour Doppler, Pulse Wave Doppler,HPRF,Fully sterable continuous wave Doppler.
 - (d) Should have tissue harmonic imaging capability with quantification.
 - (e) Contrast harmonic imaging with quantification facility should be present.
 - (f) Power Doppler.
3. 3D/4D imaging option should be available for all probes.
4. Universal Digital Beam former accepting routine phased array sector, Convex, Linear and Volume probes. Frequency range: 2 – 15.0 MHz.
5. Should have high resolution 20”-23” LCD medical grade flat panel monitor.
 - (a) Height adjustable control panel with lock lever.
 - (b) Customizable soft keys for easy and immediate viewing of on screen menus.
 - (c) System should be capable of handling 3-15.0 MHz.
 - (d) Total 5 ports with 4 imaging probe.
6. Image optimisation on M modes.
7. **Doppler and colour performance**

- (a) HPRF performance at depth with user selectable frequency on both Doppler & Coloure modes.
 - (b) Power Doppler Imaging/Directional power Doppler.
 - (c) Available on all imaging array transducers.
 - (d) Multi beam formation technology provides quad signal processing for power Doppler frame rates 195fps (transducer dependent)
 - (e) Left/right steer on all liner array transducers.
 - (f) One botton image optimisation in 2D and Doppler spectrum,baseline adjustments
- 8. 3D/4D Imaging with advance features.**
- (a) System should be able to contrast free head 3D images with convex and endovaginal probes.
 - (b) System should be upgradable to volume convex probes for live3D(4D).
- 9. Contrast imaging.**
-
- (a) System should be upgradeable to real time Contrast Imaging with qualification
 - (b) Optimized on the convex transducer for abdominal applications.
 - (c) Should provide improved finetuning for low –MI contrast investigations.
 - (d) Integrated burst/reflow control for destruction , reperfusion investigations.
 - (e) On screen stopwatch feature.
 - (f) Frame rate triggering with extended clip capture times of up to 20 minutes.
 - (g) Burst (bubble destruction) mode.
- 10. Measurements and Calculations.**
- (a) System should have customizable measurement and report packages including complete Radiology, Cardiology, and Vascular, Small Parts, Obstetrics, Gynaecology and Fetal Heart report packages with anatomical M mode for fetal studies.
 - (b) Automatic Obstetrics and Follicle measurement facility.
 - (c) Distance, area, % stenosis on B mode.
 - (d) Distance, Time, Heart Rate Slope on M mode.
 - (e) Comprehensive , Customizable, patient reports and worksheets
 - (f) Customizable anatomy descriptions.
 - (g) Physician summary utility – supports on system report generation including customizable letterhead, patient data, results, graphs, images, comments, recommendations and a customizable signature line.
- 11. Image Management**
- (a) System should have inbuilt hard drive of 500 GB or more and have facilities to store 300,000 imag3es and 2 minutes of clip store, Should have the facility to performing calculations and annotations on stored images. System should have inbuilt CD/DVD/ USB flash writer for image transfer.
- 12. USER Interface.**
- (a) PC based operating principles with built in Virus Protection Software.
 - (b) Standby Mode with battery backup (optional).
 - (c) System should have wrist support to help reduce operator repetitive stress injuries.
- 13. Accreditations and Approvals.**
- (a) The system should be US FDA and European CE approved.
 - (b) The system should be ISO certified.
 - (c) Colour / Laser Compatible printer.

14. The company should have installed and maintaining more than 3 nos of 4D Doppler system in Govt, and Corporate Hospitals in Kolkata. The details of the institutions where the systems are installed should be made available.
15. Company should provide adequate training to the Consultant Radiologists for a minimum period of two week.

(Desired specification may be collected from the Office on Pre Bid Meeting)

Section III: General Instructions to Bidders (GIB):

1. Document downloading:

Intending bidder may download the tender documents free of cost from the website: <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Tender documents may also be downloaded from the Health & Family Welfare Department's website www.wbhealth.gov.in.

2. Earnest Money Deposit (EMD)

Each tender to be submitted, unless exempted under the existing orders of the West Bengal Govt., must deposit Earnest Money of **Rs. 5,000/- (Rupees Five Thousand Only)** electronically (**ONLINE MODE**) only as detailed in Government of West Bengal, Finance (Audit) Department Memorandum **No.3975-F(Y) dated 28th July 2016**. The onus of proving that a Bidder is exempted from Earnest Money will lie on the Bidder and must be proved by submission of valid documents.

The earnest money of the Bidder will be liable to forfeiture if the Bidder withdraws from the tender process as a whole or for any particular item or items at any stage after the opening of the tender, or fails / refuses to enter into written agreement for any of all of the items of his accepted tender within the time specified when requested to do so or fails to furnish necessary Security Deposit within the stipulated time

3. Submission of Bid:

Both Technical bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>. All papers must be submitted in English language.

4. Time Schedule for e-tender

Time schedule for obtaining the bid documents, registration with the tendering authority, the submission of bids and other documents etc. will be as per the list provided in clause -22 date and time schedule of e-tender.

5. Eligibility:

Only Manufacturers/direct Importer/Authorized Distributors are eligible for quoting. The price is to be quoted in Indian Rupees including cost of insurance, packing, forwarding, freight charges, clearing charges and installation of the new instrument and other taxes **but except GST**. Agency commission is not permissible.

6. Submission of the tender:

The tender is to be submitted in Two Bid System (Technical Bid or Bid A & Financial Bid or Bid B).

(A) Technical Bid or Bid A:

(a). Statutory Cover containing the following documents:

1. COVER "A":

File containing Technical Bid only - single file with multiple scanned pages containing Statutory and My documents separately.

"BID A": PART I

(SINGLE FILE MULTIPLE PAGE SCANNED)

Essential Requirements of the Tendering Firm for participation" shall contain all papers related to the essential requirements of the Tenderer for participation in the tender viz.

Sl. No.		Page no
1	Duly filled in CHECK LIST in the prescribed format. Page number of documents must be mentioned in the check list before uploading the same.	
2	Application in the prescribed format given in Annexure I	
3	Authorization letter of signatory from Company in Annexure II	
4	Copy of agreement between the manufacturer and the Distributor in Annexure III	
5	No conviction certificate in the form of an Affidavit as per Annexure-IV	
6	A Proof of submission of applicable EMD	

BID A": PART II

Technical Specifications of the product (in PDF/Excel format. Must mention Make, Model, exact features of the offered item against each point given in the specification chart). Improper filling &/or suppression of facts/false statement will lead to disqualification and penalty in the form of permanent black listing.

MY DOCUMENTS Containing the following documents:

Essential Requirements of the Tendering Firm for participation" shall contain all papers related to the essential requirements of the Tenderer for participation in the tender viz.

Sl. No.	Category	Sub Category	Sub Category Description	Page No
A	Certificates	A1. Certificates	PAN Card of the authorized signatory	
			Professional Tax Registration certificate	

			GST Registration certificate	
B.	COMPANY DETAILS	B1. COMPANY DETAILS 1	Certificate of country of origin	
			Registration with Registrar of Companies	
			Trade License in the name of participating firm	
C.	CREDENTIAL	C1: CREDENTIAL 1	Manufacturing License with validity	
			Import License with validity (for importers)	
		C2 : CREDENTIAL 2	Manufacturer's guarantee(in case of Distributors and Direct Importer, to be obtained from manufacturer)	
			A declaration in respect of existence of a fully equipped service centre in or around Kolkata in respect of the relevant item.	
			List of purchaser in Govt/Private Institutions of repute, for last two years	
D.	FINANCIAL INFO	PAYMENT CERTIFICATE 1	Income Tax Returns submitted for the Financial year 2014-15, 2015-16 & 2016-17	
		Audited P/L & BALANCE SHEET	P/L & Balance sheet of 2014-15, 2015-16 & 2016-17	
E.	TECHNICAL	TECHNICAL SPECIFICATION	Technical Specifications of the product (in PDF/Excel format. Must mention Make, Model , exact features of the offered item against each point given in the specification chart).	

(B) Financial Bid Bid B

COVER "B": Separate file containing financial document only.

(a) Financial Bid: BOQ in INR (in excel sheet)

The folder marked as "Financial Bid" shall contain ALL INCLUSIVE PRICE in INR only and should include base price along with the cost of allied works and services which are to be undertaken (like

installation, commissioning of equipment or PC etc.), cost of insurance, packaging, forwarding, delivery charges, clearing charges of the new instrument to be purchased **but except GST**

7. Evaluation of Tender:

During the tender evaluation process, the Technical Bid will be opened first. Technical Bid will be identified will be evaluated by the Tender Committee and only the Financial Bids of those qualified in Technical Bid will be opened. The Financial Bids of those Bidders failing in Technical Bid will not be opened and shall be rejected. The Bidder offering the specified item(s) at the lowest rates of will only be selected as per rules.

8. Rate:

The price is to be quoted in INR only including cost of insurance, entry tax, packaging, forwarding, delivery charges, clearing charges and installation of the new instrument. The basic rate should be furnished inclusive of Transportation Cost, Insurance, Testing Charges, Incidental Charges etc **but except GST.**

9. Order & Supply:

The tendering authority has the liberty to ask for **performance demonstration** of any item during any stage of the tender process, before placing order for supply. In case of dissatisfaction, the authority will have the right to disapprove the offer of L1 bidder and go for the next bidder. Orders for supply of the approved products will be placed with the successful tenderers after execution of agreements and such supply shall have to be made in such installments as may be fixed or spread over the period to be specified in the supply orders to be made in pursuance of the agreements. The equipment is to be transported in such packaging so as to avoid damage to primary package of manufacturer. The successful tenderer will have to supply within the specified time schedule that had been assured at the time of selection as supplier.

10. Withdrawal /Cancellation & Purchase Policy of Tendering Authority:

The tendering authority reserves the right to withdraw any item from the tender at any stage. The selection of such item, if already made in favour of any tenderer, shall be treated as cancelled. The tendering authority reserves the right to reject or accept any tender or part thereof at any stage or to split any tender without assigning any reason. Withdrawal of tender or any revision after submission of tender by the tenderer will not be allowed.

Purchase will, however be made following the existing purchase policy of the Govt of West Bengal and its amendment(s) made from time to time. The purchase policy of the State Government as provided in the West Bengal Financial Rules, the policy of price preference in particular incorporated under Notification No. 10500-F dated 19.11.04, 5400-F(Y) Dated 25/06/2012 and subsequent relevant orders should be observed in considering the tenders.

11. Important Instruction with regard to submission of tender.

The rate should be quoted in Indian Rupees (both in figure and words) for a particular brand or model / model no. of the offered item only as mentioned in the appropriate column of the 'Tender Form'. (Alternative offer will not be accepted). **The tender shall be cancelled for the quotation of item without its brand name, model, model no. etc.(Technical Specification)** The detail information regarding the manufacturer and the item quoted in the 'Tender Form' shall be furnished.

12. Spare Parts

The Bidder will undertake with the authentication from Principal/Manufacturer Firm that supplies of necessary maintenance equipment and spare parts will be made available for all items/equipments and the complete system for at least ten years on a continuing basis and also mentioning the cost of consumables /spares parts with validity of offer.

However, this does not relieve the supplier of any warranty obligations under the contract.

13. Guarantee / Warranty Period:

a. The tenderer must quote for a price which includes the cost of three (3) years' onsite comprehensive warranty from the date of supply and installation.

b. All faults appearing and their rectification shall be periodically advised to the laboratory, the period being not more than a month.

c. Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost within 48 hours of call log..

14. After Sales Services and Maintenance Contract:

After sales service must be provided by the supplier, during and after warranty period of the equipment. Selected vendor will remain liable to attract penalty for violation of machine downtime as per agreement. The selected vendor or his authorized servicemen has to attend the machine within 48 hours of Call Log. It is desirable to have a fully equipped service centre in or around Kolkata.

15. Delivery, Installation and Commissioning

15.1 Delivery of the goods at the purchaser's premises shall be completed by the Supplier in accordance with the terms specified by the purchaser.

15.2 The installation, testing of the proposed system shall be completed in accordance with the order.

15.3 In case of distributor, the firm should be direct distributor. The sub-distributor authority by distributor will not be accepted at all.

16. Special terms and conditions for tender submission:

The tenderer should have been in this business for a period of at least two years in the country in relation to the type of equipment for which the quotations / tenders are being submitted.

A proof of ownership/partnership etc. shall be submitted along with verification of address, telephones and fax numbers.

The tenderer should submit statement of financial standing from their bankers. The name of the bank along with full address is to be furnished.

A statement of overall turnover for the previous three years shall be required. If applicable a copy of the applicant's annual report and accounts for each of the last three years should also be submitted.

The tenderer is also required to submit performance report from other similar organization where the firm is registered for supply and erection of similar projects of hospital equipment/system. He will also

submit list of organizations where the System has been installed by the firm in the last two years.

The tenderer has to give a certificate that the firm has not been blacklisted in the past by any Institution Government/Private or convicted in any criminal case.

If the tenderer gives a false statement on any of the above information, the firm will not be considered and their quotation/tender shall be rejected and the EMD shall be forfeited.

17. Penalty Clauses:

If during the tender process or at any state during the validity of the tender period, it is found that a Tenderer(s) has formed a cartel in what so ever form or name to fix up the rates or suppliers to the detriment of the fairness of the tender process, penal measures shall be initiated. Similar penal measures shall also be initiated against those tenderers who have submitted false/ misleading/ fraudulent documents or made incorrect declarations. The penal measure will be Forfeiture of Earnest Money and/or Forfeiture of Performance Bank Guarantee, if enlisted as a supplier.

18. Appeal:

Appeal against the decision of the Principal Superintendent, J. B. Roy State Ayurvedic Medical College & Hospital, Kolkata, West Bengal and to impose such a penalty will lie with Tender Selection Committee. Review against the decision of the T.S.C. will lie with Health & F.W. Department of the Government of West Bengal.

The DG (Ayush) /Jt. Secretary/Principal Secretary will be the appellate authority within the Department of Health & Family Welfare, Government of West Bengal. Before any penalty is imposed, the concerned supplier may appeal to the authority citing the proper reasons for non- imposing the penalty as stated.

19. Agreement:

On a tender being accepted, intimation of acceptance will be forwarded to the Tenderer by Principal Superintendent , J. B. Roy State Ayurvedic Medical College & Hospital ,Kolkata. After communication of the same, the Tenderer will have to execute an agreement with Principal Superintendent, J. B. Roy State Ayurvedic Medical College & Hospital, Kolkata. In case any direct purchasing unit wishes to go for a separate agreement the head of the purchasing unit must get written permission to that effect from his controlling authority. This present document and the tender forms filled in by the Tenderer or copies thereof in so far as they are not inconsistent with these terms & Conditions will be incorporated as part of the agreement. Such agreement will be binding on the Tenderer. Format of agreement is annexed herewith as **Annex.-B.**

20. Security Deposit:

Security Deposit @10% of the value of supply will be retained as Security Deposit which will be released after completion of warranty period subject to satisfactory performance of the equipment and after sales service by the supplier.

21. Inspection:

Before submitting the tender, the intending tenderers should thoroughly acquaint themselves with the proposed supply and installation by local inspection of site and make into consideration the site condition and other criterion for effecting smooth supply. No claim whatsoever will be entertained afterwards.

22. Date and Time Schedule of e-Tender:

SL. No.	Particulars	Date & Time
1	Date of publishing N.I.T.& other Documents online	28.02.2018 after 11.00 Hrs
2	Online documents download start date	28.02.2018 after 11.00 Hrs
3	Online documents download end date	17.03.2018 up to 17.00Hrs
4	Online Bid submission start date	28.02.2018 after 11.00 Hrs
5	Online Bid Submission closing date and time	17.03.2018 up to 17.00Hrs
6	Online Bid opening date for Technical Bids	20.03.2018 after 11.00 Hrs
+7	Pre-Bid meeting	08.03.2018 at 14.00 Hrs
8	Date of online uploading list for Technically Qualified Bidders	TO BE NOTIFIED LATER
9	Date of online opening of Financial Bids	TO BE NOTIFIED LATER

23. Payment:

Payment will be made through e payment system through ECS/RECS/RTGS after execution of due supply and installation thereof as ordered subject to:

- a) Submission of Performance Bank Guarantee;
- b) Supply of the items as per specification as provided in the tender documents and the catalogue;
- c) Supply of the items within the time period as specified in the work order;
- d) Availability of fund from the Government.

On being selected, the successful vendors will have to submit details, to the Principal Superintendent, J. B. Roy State Ayurvedic Medical College & Hospital, Kolkata, of the Bank account No. with MICR/IFSC code for making e payment. No other mode of payment will be allowed to be made as far as practicable.

Payment will be made after completion of installation and commissioning etc. on receipt of

- i) Supplier's invoice in original
- ii) Packing List
- iii) Certificate of Country of origin
- iv) Manufacturer's guarantee and inspection certificate
- v) Insurance Certificate
- vi) Name of vessel/carrier

- vii) Bill of Landing/Airway bill
- viii) port of Loading
- ix) Date of shipment

CHECK LIST (MUST BE PROPERLY FILLED)

NOTE: For Non applicability for some documents please mention "NA" in the check list.

Sl. No	Item	Pl put tick or NA	Page No.
1	Application submitted in Annexure I		
2	Annexure II (Authorization letter of signatory from the Company)		
3	Annexure III (Copy of agreement between the Manufacturer and the Direct Importer/Distributor)		
4	No conviction certificate in the form of an Affidavit as per Annexure-IV.		
5	Income Tax Returns submitted for the Assessment years 2014-15, 2015-16 & 2016-17		
6	GST Registration certificate		
7	PAN Card of the organization and authorized signatory.		
8	Manufacturer's guarantee (in case of Distributors and Direct Importer, to be obtained from manufacturer)		
9	Audited P/L & Balance sheet of 2014-15, 2015-16 & 2016-17		
10	Technical specifications of Instrument (in PDF/Excel format. Must mention Make, Model, exact features of the offered item against each point given in the specification chart).		
11	Trade License in the name of participating firm		
12	Certificate of country of origin		
13	Registration with Registrar of Companies		
14	Valid Manufacturing License		
15	Import License with validity (for importers)		
16	List of purchaser in Govt/Private Institutions of repute, for last two years		
17	A declaration in respect of existence of a fully equipped service centre in or around Kolkata in respect of the relevant item.		
18	A Proof of submission of applicable EMD		

Annexure I

APPLICATION FORMAT

(To be furnished in the Company's official letter pad with full address and contact no etc)

To

The Principal-Superintendent,
J. B. Roy State Ayurvedic Medical College & Hospital,
170-172, Raja Dinendra Street,
Kolkata 700004

Sub: NIT for Medical Equipments and instruments for J. B. Roy State Ayurvedic Medical College & Hospital, Kolkata, West Bengal.

Ref:- NIT NO. - JBR/NIT-13/17-18

DATED 28/02/2018

Sir

Having examined the pre-qualification & other documents published in the N.I.T, I /we hereby submit all the necessary information and relevant documents for evaluation:

1. That the application is made by me / us on behalf of.....in the capacity of.....duly authorized to submit the offer. The authorization document from the Firm is attached in Annexure II.

2. We accept the terms and conditions as laid down in the NIT mentioned above and declare that we shall abide by it for throughout the tender period.

3. We are offering rate for the following item /items and assured supply as per Table-1 (Instruments Specification)

4. a. We propose that the order and bill should be raised in our name.

c. The agreement between ourselves and the distributor/C&F/Liaison & documents as prescribed is attached in annexure III

5. In the event of being selected, supply will be made within the stipulated period excepting the condition which is beyond our control.

6. We understand that :

(a) Tender Selection Committee can amend the scope & value of the contract bid under this project.

(b) Tender Selection Committee reserves the right to reject any application without assigning any reason;

Date:-

Signature of applicant including title
and capacity in which application is made.

Contact no:

Tele:

Mobile:

E Mail address:

Annexure II

Authorization letter in favour of the applicant (other than Managing Director/ Proprietor) – from the competent authority.

FORMAT

(To be furnished in the Company's official letter pad with full address and contact no, E mail Address etc)

(TO WHOM IT MAY CONCERN)

This is to certify that Mr./Mrs.(Name), an employee of this Organisation as (Official Designation) is hereby authorised to submit tender online , Vide NIT No....., Dated..... on behalf of the Organization.

Signature of the competent authority with Seal

.....
(Signature of the Authorized Person)

Signature of Mr./Mrs.....is hereby attested.

Annexure- III

- a. Copy of agreement between the Manufacturer and the Direct Importer/Distributor in Annexure -III

Annexure- IV

Draft Affidavit Proforma

I, Sri/Smt.
The Managing Director/Proprietor (etc.) of the Firm.
..... (Name of the firm)

At (address).....

P.O... ..

P.S.....Dist..... do hereby solemnly affirm and declare as follows:

- a. That I am not under conviction of any offence making myself liable to be disqualified to supply of Surgical Equipments/Instruments etc. to any Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.
- b. My Firm has not been blacklisted at present as a whole or for any item/ items as quoted in this tender by any Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States in India.

- c. That no case is pending against me or against my Firm in any criminal court of law in connection with the supply of Surgical/hospital equipment/Instruments to the Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States (If any case is pending, pl state the details).
- d. That, I declare that the item or items quoted by me confirms the specification given in the NIT document or higher standard relating to the specification is provided.
- e. The duly authenticated Technical Data Sheet is uploaded conforming to the prescribed standard.
- f. That, I also declare that if any information subsequently found incorrect or false will it automatically render the tender submitted by me cancelled and make me liable for penal/legal action as per law of the country.
- g. That I do further affirm that the statements made by me in this tender are true to the best of my knowledge and belief and all the documents attached are genuine & correct.

Deponent

Annex-B

AGREEMENT

(To be executed in N.J Stamp Paper of Rs.50/-in duplicate)

AGREEMENT is hereby entered into on this _____ day of _____ of the year _____ between the Principal-Superintendent, J. B. Roy State Ayurvedic Medical College & Hospital, 170-172, Raja Dinendra Street, Kolkata-700004, under the Department of Health & Family Welfare, Government of West Bengal (Hereinafter referred to as BUYER) on ONE PART,

AND

_____ Carrying on business at _____, represented by Sri/Smt. _____, on behalf of the selected bidder (Hereinafter referred to as the 'VENDOR' which terms shall unless excluded or repugnant to the context be deemed to include the Partners and Proprietor(s)/Partner(s)/Director(s) of the said firm and their respective heirs, executors, administrators representative and assigns/ and assigns) on the OTHER PART.

WHEREAS, the BUYER, having intention to procure the Medical Instruments and Equipments for the years _____, invited e-tender vide, NIT No. _____ Dated _____ on specified terms and conditions and the VENDOR has been selected as approved vendor who has agreed to supply the **USG COLOUR DOPPLER MACHINE** as per the **price schedule annexed herein** on all such terms and conditions detailed in the Notice Inviting Tender and the Bid Documents.

The VENDOR agrees to, according to and in compliance with the orders as may be placed by the BUYER, supply the **USG COLOUR DOPPLER MACHINE** at the rates and within the time limit fixed therefore and in accordance with the order or orders for the same.

The VENDOR agrees that the accepted rates as provided in the accompanying schedule shall hold well throughout the tender period up to _____.

The VENDOR agrees to deliver all supplies to the stores at 170-172, Raja Dinendra Street, Kolkata-700004 of the BUYER or at such other place(s) as the BUYER may direct by own arrangements and they shall not be entitled to charge any cost for the transport of the said goods to the said premises for such delivery and installation thereof.

The VENDOR agrees not to assign, transfer or sublet the rights and benefits under this AGREEMENT either in part or in whole to any other party or parties.

The VENDOR agrees not to make any representation for deviation from their quoted rates and /or terms and conditions which may cause any delay in procuring the USG COLOUR DOPPLER MACHINE as it will be counted as bad performance and will invoke the penal provisions except in conditions of Force Majeure wherein in conditions like strikes, war like situation, severe natural calamities, major fires, acts of God the VENDOR is unable to carry out his commitment of meeting the terms of this contract.

Orders for the supply of the approved item(s) will be placed with the VENDOR after the execution of the AGREEMENTs as and when required by the BUYER. The successful vendor will have to supply within the specified time schedule that had been assured as prescribed.

All supplies will have to be completed by door delivery within maximum 15 (fifteen) days from the date of order.

SPECIFICATION:

The VENDOR agrees to supply the approved USG COLOUR DOPPLER MACHINE of the brand/specification only, as provided in the technical documents submitted in respect of the aforesaid tender. Deviation from that will lead to execution of penal action.

WITHDRAWAL /CANCELLATION & PURCHASE POLICY OF TENDERING AUTHORITY:

Purchase will be made following the existing purchase policy of the Govt of West Bengal and its amendment(s) made from time to time. The purchase policy of the State Government as provided in the West Bengal Financial Rules as amended from time to time.

The BUYER reserves the right to procure any item, of the tender directly from a state/ Central Govt. undertaking even if a tender for the same has been offered/ accepted.

PENALTY CLAUSES

The VENDOR agrees to the following Penalty Clauses:

In case of supply of the sub-standard/low-quality items, in the opinion of the BUYER, the said item(s) will be taken back by the VENDOR immediately and the payment for the said items will not be made to the VENDOR or if paid in the meantime, is to be deducted from the pending bills of the VENDOR or from Performance Bank Guarantee.

In addition to rejection of the supply, BUYER will have the right to cancel the supply order wholly or in part, and to recover the loss, if any, by making deductions from any pending claim of the VENDOR from or Performance Bank Guarantee, as may be deemed fit.

The VENDOR agrees to the debarment clause from participation in next tender processes of the BUYER stands as follows:

The BUYER reserves the right to declare the VENDOR blacklisted for three 3(three) if the VENDOR withdraws from AGREEMENT or fails to supply within stipulated period the item(s) during the tenure of the AGREEMENT or supplies non-standard\low-quality item(s) within tender period in the opinion of the BUYER. In that case, the firm will be blacklisted for those particular items for a period of three years.

The BUYER will have the right to reject the rates tendered or terminate/ cancel the purchase order(s) and/ or not to re-order at its sole discretion.

Financial Penalties

If at any state during the validity of the AGREEMENT, it is found that the VENDOR has formed a cartel in what so ever form or name to fix up the rates or suppliers to the detriment of the fairness of the tender process, penal measures may be initiated. Similar penal measures may also be initiated against the VENDOR if found submitted false/ misleading/ fraudulent documents or made incorrect declarations

The penal measure(s) will be as follows:-

Forfeiture of Performance Bank GUARANTEE, Part/Full, at the sole discretion of the BUYER if enlisted as a supplier and debarment from further supply orders.

If the VENDOR fails to supply the item(s) within 30 days, the firm quoting L2 may be selected at the discretion of BUYER without any further reference to the L1 and the Bank GUARANTEE furnished by the VENDOR- the whole/part, as may be decided by the BUYER may be forfeited and the VENDOR will be debarred from participation in the tenders that may be floated by the BUYER for the next three years.

VENDOR will be blacklisted after issuance of a show- cause-letter and after consideration of its reply, to be given by the firm within 10 clear days after receiving such show cause notice for such delay beyond 30 days in five occasions.

Security Deposit:

'Security Deposit' of Rupees No. _____ dated _____ by _____ has already been furnished on behalf of the VENDOR. NIT No. _____ Dated _____ and the details terms and conditions mentioned in the bid documents do form an integral part of this AGREEMENT and both the parties shall abide by the same.

IN WITNESS THERE OF the parties to these presents have hereunto set and subscribed their respective hands and seals the _____ day/month and year first above written.

SIGNED AND DELIVERED BY THE:

Signed for and on behalf of the VENDOR :

Signed by the BUYER :

Witnesses to above: Name and address:

Signature

1.

2.

Annexure to Agreement dated _____ with M/S _____ having its office at _____ (address)

Price Schedule

SL. No.	Name of the instruments	All Inclusive Rate (Rs.)
1		

Byans
26.2.18

Principal-Superintendent
J. B. Roy State Ayurvedic Medical College & Hospital

Principal-Superintendent
J.B.Roy S. A.M College & Hospital
Kolkata-4