



## 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](mailto:procurement@wbmsc.gov.in)

SUPPLY & INSTALLATION OF 3 TESLA MRI MACHINE IN THE MEDICAL COLLEGE AND HOSPITAL OF GOVERNMENT OF WEST BENGAL.

(Submission of Bid through *online*)

Bid Reference No.: WBMSCL /NIT-13/2020

Dated –07.02.2020

## Amendment-IV

Table for Important Dates

| Sl. | Items   | Publishing date(s)                     |
|-----|---|--|
| 1.  | Date of uploading of N.I.T. Documents (online)/ Date of Issue   | 10.02.2020                             |
| 2.  | Documents download start date (Online)  | 10.02.2020                             |
| 3.  | Date of <b>Pre bid Meeting</b> with the intending Tenderers in the Conference Hall of <b>West Bengal Medical Services Corporation Limited</b>   | 14.02.2020 at<br>12:30 PM              |
| 4.  | Bid submission start date (On line)   | <b>11.03.2020</b>                      |
| 5.  | Documents download end date (Online)  | NA                                     |
| 6.  | Bid submission closing (On line)<br>Bid submission includes:<br>i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file)<br>ii) BID – A (Should be in multiple page single PDF file)<br>iii) BID – B (Should be in multiple page single PDF file)<br>iv) BID – C (BOQ and the Statement of Breakup of Duties and Taxes & Prices of consumables, spares etc.)<br><br>Detailed list of documents annexed at Section V Check-List Form<br><br>Non-statutory document (document uploaded in <u>My Space</u> ), Bid – A & Bid – B constitute the technical bid and Bid – C is the financial bid. | <b>08.04.2020; up to<br/>5:00 p.m.</b> |

|     |  |                                    |
|-----|--|------------------------------------|
|     | <p><i>Any wrong or misleading information provided by the Tenderer during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCL for at least 5 years.</i></p> <p><b>Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.</b></p>   |                                    |
| 7.  | <p>Last date of submission of all hard copies of the documents uploaded in e-tender during bid submission <b>except BOQ</b> at the registered office of WBMSCL in envelope. The hard copies of the uploaded documents <b>(except BOQ)</b> arranged in the same sequence as given in the Check List and copy of acknowledgement generated by e-tender portal against the documents uploaded during bid submission. All the documents should be appropriately flagged.</p> | <p>10.04.2020; up to 5:00 p.m.</p> |
| 8.  | <p>Bid opening date for Technical Proposals (Online)(Bid A &amp; B)</p>  | <p>10.04.2020; after 5:00 p.m.</p> |
| 9.  | <p>Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation</p>  | <p>To be notified later</p>        |
| 10. | <p>Functional demonstration of the equipment</p>   | <p>To be notified later</p>        |
| 11. | <p>Submission of non-statutory Wanting document (if any)</p>   | <p>To be notified later</p>        |
| 12. | <p>Opening of Financial Bid</p>  | <p>To be notified later</p>        |



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**SUPPLY & INSTALLATION OF 3 TESLA MRI MACHINE IN THE MEDICAL COLLEGE AND HOSPITAL OF GOVERNMENT OF WEST BENGAL.**

(Submission of Bid through *online*)

**Bid Reference No.: WBMSCL /NIT-13/2020**

**Dated –07.02.2020**

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf **3 Tesla MRI Machine** to be supplied to various healthcare establishments of the Govt. of West Bengal.
2. WBMSCL hereby invites bids from eligible and qualified Tenderers for the supply of **3 Tesla MRI Machine** as per Schedule of Requirement.
3. Intending Tenderer may download the tender documents from the website: **wbtenders.gov.in**. Earnest money to be drawn in favour of 'West Bengal Medical Services Corporation Limited' through online.
4. Non statutory documents, Bid – A, Bid – B & Bid – C are to be submitted concurrently.

Sd/-  
Managing Director

## Table for Important Dates

| Sl. | Items   | Publishing date(s)             |
|-----|---|--------------------------------|
| 1.  | Date of uploading of N.I.T. Documents (online)/ Date of Issue   | 10.02.2020                     |
| 2.  | Documents download start date (Online)  | 10.02.2020                     |
| 3.  | Date of <b>Pre bid Meeting</b> with the intending Tenderers in the Conference Hall of <b>West Bengal Medical Services Corporation Limited</b>   | 14.02.2020 at<br>12:30 PM      |
| 4.  | Bid submission start date (On line)   | 25.02.2020                     |
| 5.  | Documents download end date (Online)  | NA                             |
| 6.  | <p>Bid submission closing (On line)<br/>Bid submission includes:</p> <p>i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file)</p> <p>ii) BID – A (Should be in multiple page single PDF file)</p> <p>iii) BID – B (Should be in multiple page single PDF file)</p> <p>iv) BID – C (BOQ and the Statement of Breakup of Duties and Taxes &amp; 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 Space</u>), Bid – A &amp; Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><i>Any wrong or misleading information provided by the Tenderer during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCL for at least 5 years.</i></p> <p><b>Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.</b></p> | 11.03.2020; up to<br>5:00 p.m. |
| 7.  | Last date of submission of all hard copies of the documents uploaded in e-tender during bid submission <b>except BOQ</b> at the registered office of WBMSCL in envelope. The hard copies of the uploaded documents ( <b>except BOQ</b> ) arranged in the same sequence as given in the Check List and copy of acknowledgement generated by e-tender portal against the documents uploaded during bid submission. All the documents should be appropriately flagged.   | 13.03.2020; up to<br>5:00 p.m. |
| 8.  | Bid opening date for Technical Proposals (Online)(Bid A & B)  | 13.03.2020;<br>after 5:00 p.m. |
| 9.  | Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation  | To be notified later           |
| 10. | Functional demonstration of the equipment   | To be notified later           |
| 11. | Submission of non-statutory Wanting document (if any)   | To be notified later           |
| 12. | Opening of Financial Bid  | To be notified later           |

# Section I: Instructions to Tenderers

## 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

| Item                | Qty | Warranty | Comprehensive Maintenance Contract (CMC) |
|---------------------|-----|----------|--|
| 3 Tesla MRI Machine | 3   | 2 Year   | 8 Years                                  |

### 2. Tender Fees: Exempted

### 3. Earnest Money Deposit (EMD) (E)

| Item                | Amount In Lakh INR | Instrument   |
|---------------------|--------------------|--|
| 3 Tesla MRI Machine | 3.0                | Online   |
|                     | 27.0               | Offline (In the form of Bank Guarantee) as per Form 11 |

### 4. Annual Turnover Requirements: (E)

The Tenderers should have annual sales turnover (i.e. total turnover of the company) of minimum on an average of last three financial years (2016-17, 2017-18 & 2018-19) as per the Audited Accounts of the Organization as mentioned in the table below:

| Item                | ANNUAL TURNOVER in Crore Rs. |
|---------------------|------------------------------|
| 3 Tesla MRI Machine | 25.0                         |

### 5. (a) Time for Supplies & Commissioning of work from the date of issuance of Award of Contract

| Item                | Timeline in days |
|---------------------|------------------|
| 3 Tesla MRI Machine | 120              |

### 5. (b) Payment Terms

Payment for Goods to be imported from Abroad: Irrevocable and non – transferable 100% foreign 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 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) year 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 3 Tesla MRI 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% order value valid for a period of 14 (Fourteen) 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;

##### b) **After Supply and Installation**

- (i) 10% 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 after a joint visit of officials of WBMSCL, PWD and Medical College authority.

##### c) **After Commissioning**

Balance 20% 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 Purchaser shall pay the applicable customs duty directly to Customs or shall 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 of the Clearing and Forwarding agency will be paid by the Supplier.

**B) Payment for Domestic Goods**

Quotes against domestic goods and turnkey works 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 and turnkey work in form 7.

**a) On delivery:**

80% (eighty) percent payment of the unit price quoted in “Site Preparation including Interiors” 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 “Site Preparation including Interiors” read with Break up given in Form 7 on receipt of 90 days Satisfactory Functioning Certificate 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 days after commissioning” by the Consignee. 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.

**6. Performance Security (PS)**

(In the form of unconditional and irrevocable Bank Guarantee)

|  |
|--|
| <b>3 Tesla MRI Machine</b>   |
| 10% of the Bid Value (Validity should be till the completion of Warranty + 60 days). |

**7. Who can Bid (E)**

|  |
|--|
| <b>3 Tesla MRI Machine</b>   |
| <p>a. Manufacturing Company</p> <p>b. Manufacturer’s subsidiary in India</p> <p>c. Manufacturer’s sole Authorized Distributor / Business Partner, in case the manufacturing Company do not have registered office / commercial establishment in India.</p> <p>Bidders would be 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</p> |

## 8. Service Up time in Warranty & CMC

| 3 Tesla MRI Machine  |
|--|
| Working condition for a minimum period of 354 days out of a period of 365 days.(i.e. 97% uptime)   |
| The response time to any fault should be not more than 6 hrs. Time for rectification should not be more than 24 hours  |
| Maximum Downtime allowed without penalty : 48 hours  |
| Penalty beyond 12 hours of non physical attendance: Rs 25,000 per 24 hour per machine<br>Penalty for Downtime after 48hrs: Rs 50,000 per 24 hour per machine |

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

| 3 Tesla MRI Machine   |
|---|
| The percentage of 0.5% of the Invoice price for each week or part thereof, of delay until actual delivery or performance, up to a maximum deduction of 5% of the Invoice price. |

## 10. Experience and Technical Capacity (E)

| 3 Tesla MRI Machine  |
|--|
| The manufacturer whose product is offered by the Tenderer must have commissioned <b>at least 3(three)</b> units of the offered/similar model which are functioning satisfactorily as on the date (s) of physical inspection& functional/working demonstration. At least 1(one) machine 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.  |
| Should be supported with documentary evidence (copy of work orders along with proof of payment received / installation certificate) that the bidder have supplied Medical equipment in Hospitals in India during the last 3 (three) Financial Years (FY)   |
| Confirmation from manufacturer of the offered equipment that all the facilities exist in his factory for inspection and testing and these will be made available to WBMSCL or his representative, if inspection is considered necessary.   |

## 11. Preference for S.S.I. units registered in West Bengal & PSUs in West Bengal:

Preference will be given to the S.S.I. units registered in West Bengal & PSUs in West Bengal and State Based Other Manufacturers as per West Bengal Financial Rule incorporated under notification No. 10500-F dated 19.11.04 as amended hereafter.

**Note1:** Warranty and CMC includes the equipment, all accessories and ancillaries as given in the specification of the equipment and all the accessories and ancillaries required for the site preparation and interiors (if included in the particular schedule of requirement).

**Note2:** The Tenderers, who have downloaded the bid documents, shall be solely responsible for checking these websites for any amendment, addendum issued subsequently to the bid document and takes into consideration the same while preparing and submitting the bids.

Bids will be opened in the presence of Tenderers' 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.



**Note3:** In the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce, the Tenderer should be duly authorized by the manufacturer of the Goods who meets the criteria under

- (1) Above (all supporting documents / information as asked above for manufacturer shall be submitted with the bid) and
- a) The manufacturer furnishes a legally enforceable authorization in the prescribed Form assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and
  - b) The Tenderer, as authorized by the manufacturer, must have supplied and provided after sales service of similar model in the Schedule of Requirements in any one of the institutions within India in the last five (5) years, which must be in satisfactory operation at least for one year on the date of bid opening.

**Note 4: Service Centres**

- Preferably at Kolkata, Siliguri and Durgapur

**Note 5:** In case extension required, Bank Guarantees are to be renewed prior to 30 days of their expiry.

**12. 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](http://wbtenders.gov.in) and the website of WBMSCL at [www.wbmsc.gov.in](http://www.wbmsc.gov.in). The submission of bids should only be through online at [wbtenders.gov.in](http://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

### 11. Scope of Bid

- 11.1 The type of goods and related services to be purchased is: **Supply and Commissioning of 3 Tesla MRI Machine in the hospitals of the Govt. of West Bengal** as per the Schedule of Requirements.

### 12. Source of Funds

- 12.1 Funds received from the **Department of H & FW**, for the procurement of Medical Equipments on behalf of the **Department of H & FW**.

### 13. Fraud and Corruption

- 13.1 It is WBMSCL policy to require that Tenderers, 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 Tenderers 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 vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
- (c) Will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a WBMSCL registered Vendor if it at any time determines that the vendor 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 requires a WBMSCL 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.

- 13.2 Any vendor 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 vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from WBMSCL vendor roster and may lead to suspension following review by WBMSCL Vendor Review Committee.

- 13.3 It is required that Vendors, 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 Central Government 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 vendor; 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.

### 14. Eligible Tenderers

- 14.1 A Tenderer and all parties constituting the Tenderer may have the nationality of any country.

14.2 A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- ii) 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 ; or

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

**15. Eligible goods and related services**

15.1 All the goods and related services to be supplied under the Contract may have their origin in any country.

15.2 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

### 16. Sections of Bidding Documents

16.1 The Bidding Documents consist of:

- Section I. Instructions to Tenderers
- Section II. General Conditions for Goods (GCG)
- Section III. Special Conditions of Contract (SCC)
- Section IV. Schedule of Requirements
- Section V. Bidding Forms
- Section VI. Contract Forms

16.2 The Tenderer 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.

16.3 Tenderers 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. Tenderers are encouraged to advise WBMSCL, if they disagree.

16.4 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.

### 17. Clarification of Bid Document

17.1 A prospective Tenderer requiring any clarification of the Bidding Documents shall contact WBMSCL in writing at [procurement@wbmsc.gov.in](mailto:procurement@wbmsc.gov.in)

### 18. Amendment of Bid Document

18.1 At any time prior to the deadline for submission of bids, WBMSCL may amend the Bid Document by issuing amendment to be uploaded in the e-tender portal & website of WBMSCL.

18.2 To give prospective Tenderers 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

19. Tenderers are to prepare and submit the following:
- i) Non statutory documents to be submitted under My Space
  - 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”
20. **Cost of Bidding**  
The Tenderer shall bear all costs associated with the preparation and submission of its bid.
21. **Language of Bid**  
The Bid, as well as all correspondence and documents relating to the bid exchanged by the Tenderer 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 provided they are accompanied by an accurate translation of the relevant passages into English and duly authenticated.
22. **Alternative Bids**  
Alternative Bids will not be accepted.
23. **Bid Prices**
- 23.1 The prices in the BOQ shall conform to the requirements as specified in the tender.
  - 23.2 The Incoterms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce.
  - 23.3 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account.
24. **Currencies of Bid**  
The Tenderer shall quote
- (i) The rate of the equipment in USD only.
  - (ii) Domestic Goods & Cost of site Preparation including interiors in INR only
  - (iii) Buyback Value of existing Cathlab Machine in INR only
  - (iv) Cost of year wise CMC charges in INR only.
25. **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 Tenderer 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.
26. **Documents Establishing the Qualifications of the Tenderer**  
As per Form 1: Check-List of Section V of the bid document.
27. **Period of validity of Bids**
- 27.1 Bids shall remain valid for a period of **2 (Two) years** from last date of online submission of bid. A bid valid for a shorter period than specified in previous lines shall be rejected by WBMSCL as non responsive.
  - 27.2 In exceptional circumstances, prior to the expiration of the bid validity period, WBMSCL may request Tenderer 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.

**28. Period of validity of the bid price:**

The bid price shall remain valid for a period of 2 **(Two)** years from the date of signing of the contract.

**29. Earnest Money Deposit (EMD):**

29.1 The EMD shall be through online from any scheduled commercial bank as per prescribed form in Section V, in favour of **“West Bengal Medical Services Corporation Limited”, GN-29, Swasthya Sathi, Sec-V, Salt Lake, Kolkata- 700091** in the amount as provided in the **Schedule of Requirements** and denominated in INR.

29.2 Any bid not accompanied by a substantially responsive EMD in accordance with Instructions to Tenderers shall be rejected by WBMSCL as non-responsive.

29.3 The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to Instructions to Tenderers

29.4 The EMD may be forfeited:

(a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer on the Bid Submission Form, except as provided in Instructions to Tenderers; or

(b) if the successful Tenderer fails to:

(i) sign the Contract in accordance with Instructions to Tenderers;

(ii) furnish a Performance Security in accordance with Instructions to Tenderers ;

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

**31. Withdrawal, Substitution and Modification of Bids**

31.1 The bid once submitted cannot be withdrawn but prior to the deadline prescribed for submission of bids, a Tenderer may substitute, or modify its Bid after it has been submitted.

31.2 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 cancel the bids.

**32. Confidentiality**

Any effort by a Tenderer 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 Tenderers from the time of bid opening to the time of Contract Award, if any Tenderer wishes to contact WBMSCL on any matter related to the bidding process, it should do so in writing.

## E. Submission and Opening of Bids

33. The following are to be submitted:

**i) Non statutory documents to be submitted under My Document**

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

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

| Sl. No. | Category Name   | Sub - Category Name | Document Name  |
|---------|-----------------|---------------------|--|
| 1       | CERTIFICATES    | CERTIFICATES        | a) PAN Card<br>b) 15 – digit Goods and Services Taxpayer Identification Number (GSTIN)   |
| 2       | COMPANY DETAILS | COMPANY DETAILS 1   | a) License from Government / Statutory Authority as applicable.<br>OR<br>b) Registration with the Registrar of Companies, if applicable.   |
|         |                 | COMPANY DETAILS 2   | a) Manufacturing Licence (National/International).<br>(In case, manufacturing licence is not required / applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted)<br>b) Current registration as SSI (if any)   |
| 3       | CREDENTIAL      | CREDENTIAL 1        | Performance Statement Form (For the period of last three calendar years ending December 2019 ) - Form 6 of Section V<br><br>Should be supported with documentary evidence (copy of work orders along with proof of payment received / installation certificate) that the bidder have supplied Medical equipment in Hospitals in India during the last 3 (three) Financial Years (FY) |
|         |                 | CREDENTIAL 2        | ISO certificate of the manufacturing factory   |
| 4       | DECLARATION     | DECLARATION 1       | Income Tax returns for assessment year (2015-16, 2016-17, 2017-18 or 2016-17, 2017-18, 2018-19)  |
|         |                 | DECLARATION 2       | Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for,<br>a) Acceptance of Terms and Conditions of NIT and its Amendments and Addendums thereto. (As per Form 1 of Section V).<br><br><b>Note:</b> Technical evaluation of the bid will be taken up only after scrutiny of Form 1 (NIT Acceptance Form) duly notarized.   |
| 5       | EQUIPMENT       | MACHINERIES 1       | Manufacturer’s Authorization (If applicable)   |

|   |                |                               |   |
|---|----------------|-------------------------------|---|
|   |                |                               | as per Form 5 of Section V  |
|   |                | MACHINERIES 2                 | List of installations & commissioning of offered model. (self declaration)  |
|   |                | MACHINERIES 3                 | Satisfactory Performance Certificate from at least 3 (three) users of the quoted model / similar model in support of the satisfactory operation in India. |
| 6 | FINANCIAL INFO | P/L & BALANCE SHEET 2017-2018 | P/L & Balance sheet 2017-2018   |
|   |                | P/L & BALANCE SHEET 2018-2019 | P/L & Balance sheet 2018-2019   |

## (ii) Statutory Documents

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

1. EMD (Scanned copy of the instrument through which EMD have been submitted) and in the form of Bank Guarantee (BG)
2. Declaration of the bidder on letter head that “We agree to submit a copy of the Tender Documents and its Amendments and Addendums thereto duly initialled by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof.”

(b) **BID – B** (Should be in multiple page single PDF file)

|   |  |
|---|--|
| 1 | Model of the equipment offered for <b>(Self Declaration)</b> with 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 | 2 sets of Brochure of the offered product / model.   |
| 4 | CE ("Conformité Européene") Certificate & US FDA approval Certificate of the offered model (as applicable)<br>CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits   |
| 5 | Self declaration by the Tenderer 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 his 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 Company in medical equipment division during the last 3 Financial Years (2015-16, 2016-17, 2017-18 or 2016-17, 2017-18, 2018-19) (in INR) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 9</b> |
| 9 | <b>Form 10:</b> Declaration of Quality Certification of Equipment (as applicable)  |

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

iii) **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

C. Turnkey Work (site preparation including interiors)

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

iv) **Comprehensive Maintenance Contract (CMC):** The selected bidder shall enter into CMC after expiry of warranty and CMC should include the following:

- a) The equipment including all other accessories and ancillaries as given in the specifications of the equipment including UPS, UPS Battery, refilling of Helium etc.
- b) All the accessories and ancillaries including Air conditioning machine required for the site Preparation and interiors
- c) Cost of maintenance of Air Condition, UPS and other equipment should be from its OEM. The selected supplier needs to submit copy of contract with the respective OEMs for claiming payment against CMC.

The equipment wise list for preventive maintenance is given in the table below,

| Equipments          | Mandatory preventive Maintenance Service (PMS) visit per year |     | Remarks  |
|---------------------|---|-----|--|
|                     | Warranty  | CMC |  |
| 3 Tesla MRI Machine | 4   | 4   | <ol style="list-style-type: none"><li>1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period.</li><li>2. 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.</li><li>3. The preventive maintenance includes testing &amp; calibration as per technical / service / operational manual, spares, all software updates and labour.</li></ol> |

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(s) 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 |
|---------------------|--|--|--|--|--|--|--|--|
| 3 Tesla MRI Machine | 3.0                                    | 3.2                                    | 3.4                                    | 3.6                                    | 3.8                                    | 4.0                                    | 4.2                                    | 4.4                                    |

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

- (i) Breakup for Duties and Taxes (as per Form 7 of Sec V for equipment.
- (ii) Cost of Consumables & Spares as per Form 8(a) and 8(b).

Detailed list of documents annexed at Form 1 Check-List Form, Section V

***N.B.***

- a) Any wrong or misleading information provided by the Tenderer during submission of bids may lead to summary cancellation of bid, blacklisting in WBMSCL for at least 5 years and forfeiture of EMD.
- 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 Bank Guarantee.

## F. Evaluation and Comparison of Bids

### 34. Evaluation of Bids

#### (A) Technical Evaluation

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

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

Bidders should arrange for an onsite functional demonstration of the offered equipment on the notified date at facility where installed in India. The evaluation of the spec indicator will be made based on the reports of the onsite functional demonstration of the equipments. 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 equipments.

**A bidder will be considered technically qualified if,**

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

#### B. Financial Evaluation

Financial Bids (Bid - C) of the technically qualified Bidders would only be opened. **Comparison of Financial Bids would be based on the sum of [(A) + (B) + (C)] taken together as mentioned in “Submission and Opening of Bids” quoted by the tenderers.** L1 bidder will be selected based on “quoted price in the BOQ (Excluding all taxes & duties)

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

### 35. Responsiveness of Bids

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

35.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, WBMSCL’s rights or the Tenderer’s obligations under the Contract; or

- (c) If rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive bids.

**WBMSCL** considers material deviation to include but not to be limited to the following situations:

- (d) During technical evaluation of bids (verification of formal criteria):
- Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount or validity period.
  - Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature in the key portions of the bid form,
  - The Tenderer does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.
  - Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.

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

### **36. Examination of Terms and Conditions and Technical Evaluation**

36.1 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.

36.2 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 Tenderers, it shall reject the Bid.

### **37. Domestic Preference**

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

### **38. Financial evaluation**

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

### **39. WBMSCL's Right to Accept Any Bid and to Reject Any or All Bids**

WBMSCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Tenderers.

## G. Award of Contract

### 41. Award Criteria

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

### 42. WBMSCL's right to vary quantities

- 42.1 WBMSCL reserves the right to increase or decrease the quantity of goods and related services originally specified in Section IV, Schedule of Requirements, provided this does not exceed 40 % (Forty percent) above or 40% (Forty percent) below the original required quantity and without any change in the unit prices or other terms and conditions of the Bid Documents.

### 43. Publication of Award of Contract

- 43.1 WBMSCL shall publish the Award of Contract in e-tender portal and its website [wbenders.gov.in](http://wbenders.gov.in), [www.wbmsc.co.in](http://www.wbmsc.co.in), [www.wbmsc.gov.in](http://www.wbmsc.gov.in), [www.wbhealth.gov.in](http://www.wbhealth.gov.in).

### 44. Signing of Contract

- 44.1 Prior to the expiry of the period of bid validity, WBMSCL shall issue Award of Contract (AOC). The draft agreement will be sent to the successful Tenderer along with the AOC and Special Conditions for Goods, if any.
- 44.2 Within *14 (fourteen)* days of receipt of the AOC, the successful Tenderer shall sign and return the agreement to WBMSCL along with the required value of Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL.

### 45. Performance Security

- 45.1 Within *14* days of receipt of the AOC from WBMSCL, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL in accordance with the GCC, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to

WBMSCL. WBMSCL shall promptly discharge the Bid Securities of the unsuccessful Tenderers pursuant to Instructions to Tenderers.

46. Failure of the successful Tenderer to submit the above-mentioned Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL and sign the agreement within 14(fourteen) days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

*Note: - Working demonstration of all the offered goods within India shall be required to be arranged by the Tenderer before the Bid Evaluation Committee for technical evaluation, as and when requested to do so by the Technical Bid Evaluation Committee prior to the opening of the financial bids. The cost incurred for the tour of the members of technical bid evaluation will be entirely borne by WBMSCL. Choosing of site for onsite physical demonstration 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.*

## Section II. General Conditions of Contract

In the event of an order and any dispute arising out of the same, the FIRST PARTY 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, novated 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 purchase and / or supply of **3 Tesla MRI Machine** in the hospitals of the Government of West Bengal and to the extent the same are not superseded by the Special Conditions of Contract prescribed under section III, section IV or Schedule of Requirement of this document.

WBMSCL and VENDOR 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:

**GOODS:** Goods are hereinafter deemed to include, without limitation, such medicines, raw materials, components, intermediate products and products which the Tenderer 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 Inco term is used in this Contract it shall be interpreted in accordance with the Incoterms 2010 and as the same has been judicially interpreted in India.

### 3. CONTRACT PRICE;

Prices charged by the Tenderer for the Goods supplied and the related services performed under the Contract shall not vary from the prices quoted by the Tenderer 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 any INCOTERM 2010) 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 Tenderers, under sub-section A. Important information at a glance.**

## 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 Tenderers 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 any INCOTERM 2010) 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 Tenderers, 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 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, Purchaser 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 Purchaser 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 purchaser shall reject them and the supplier shall replace the rejected goods free of cost to the purchaser, 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 of 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.

## 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 the AOC from WBMSCL, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL as per table 6, Performance Security (PS) at Section I: Instructions to Tenderers under sub-section A. Important information at a glance for an amount of 10% 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.

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

11.4 In the event of any amendment issued to the Contract, the Supplier 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 1 (One) year 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 supplier during the period of warranty.
- 12.1.7 If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 12.1.8 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods and services to be provided by the supplier 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 purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
- 12.1.9 The supplier 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 supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual and as mentioned in the bid document during the warranty / CMC period for preventive maintenance.
- 12.1.10 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 one (1) year 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.

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

14.

**LIQUIDATED DAMAGES:**

Except under the circumstances of force majeure as described, if the SECOND PARTY fails to deliver any or all of the Goods by date(s) of delivery as per conditions of the contract, FIRST PARTY may, without prejudice to any or all its other remedies under the contract, deduct from the contract price, as per **table - 9 Liquidated damages for delayed delivery / delayed setting up of Services at Section I: Instructions to Tenderers under sub-section A. Important information at a glance**

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 Tenderer to perform according to this Contract to keep Service Up time in Warranty & CMC of all of the Goods, the Company may exercise one or several of the penal provisions **as per table – 8, Service Up time in Warranty**

**& CMC at Section I: Instructions to Tenderers 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 Tenderer during submission of bids | a. Forfeiture of EMD<br>b. May lead to blacklisting in FIRST PARTY for at least 5 years  |
| Non execution of agreement within 14 days of issue of AOC                              | a. Forfeiture of EMD<br>b. Blacklisting for 5 years in FIRST PARTY<br>c. Blacklisting to be circulated to all procurement agencies throughout the country  |
| Supplying refurbished goods instead of new   | a. Termination of Contract.<br>b. Blacklisting for 5 years.<br>c. Blacklisting to be circulated to all procurement agencies throughout the country.<br>d. Forfeiture of the Performance Bank Guarantee. Lodging FIR.     |
| Breach of Agreement  | a. Termination of Contract.<br>b. Blacklisting for 5 years.<br>c. Blacklisting to be circulated to all procurement agencies throughout the country.<br>d. Forfeiture of the Performance Bank Guarantee<br>e. Lodging FIR |

**17. CHANGES IN QUANTITY:**

FIRST PARTY may at any time by written instruction vary the general scope of this Contract by 40% (forty percent) above or 40% (twenty percent) below the original Contract quantity at the accepted terms & conditions. The price for the additional quantity will be as per the contracted price of this bid.

**18. TERMINATION FOR CONVENIENCE:**

18.1 FIRST PARTY may, upon notice to the Tenderer, 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 Tenderer except for Goods satisfactorily delivered and for the cost of such necessary work as FIRST PARTY may request the Tenderer 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 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 FIRST PARTY to terminate the contract.
- 19.2 Upon occurrence of one or more of the events specified above, 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 Tenderer.

## **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 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 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 FIRST PARTY has or may be reasonably expected to acquire an interest.
- 20.2 In the event of any termination of the Contract, FIRST PARTY shall not be liable to pay the SECOND PARTY except for those Goods delivered to 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 FIRST PARTY.

## **21. CONFIDENTIALITY:**

- 21.1 FIRST PARTY and the SECOND PARTY, its 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 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 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 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 wide spread) 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 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 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 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, 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 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, 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, 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's 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 FIRST PARTY seek to impose any instructions on the SECOND PARTYs regarding the SECOND PARTY's performance under the contract, the SECOND PARTYs 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 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 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 FIRST PARTY, nor shall the SECOND PARTY, in any manner whatsoever use the name or official seal of 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 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 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 FIRST PARTY following the assignment or transfer and FIRST PARTY finds that the SECOND PARTYs 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 Tenderer 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.

26.3 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:**

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 negotiation shall be settled in arbitration, in terms of the provisions of the Arbitration and conciliation Act-1996(no.26 of 1996). The arbitration hearing shall be held in Kolkata only. The award of the arbitrator (s) shall be binding on both the parties. The cost of arbitration shall be borne by the respective parties.
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. COURT OF LAW:**

In case of any dispute in between the parties, the matter will be settled in appropriate Court of Law within Kolkata Jurisdiction.

## **30. QUALITY OF EQUIPMENT:**

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

## Section III. Special Conditions of Contract

The following Special Conditions of Contract (hereinafter referred to as SCC) shall supplement the General Conditions of Goods (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><b>Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</b></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><b>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</b></p> <p><b>I. For Goods supplied from abroad :</b></p> <p><b>(A)</b> 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 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) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b>; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</p> <p>(ii) Negotiable, clean, on-board through bill of lading marked “freight prepaid” and indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b> 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) Packing list identifying contents of each package;</p> <p>(iv) Manufacturer’s Warranty Certificate covering all items supplied;</p> <p>(v) Manufacturer’s Certificate of Origin covering all items supplied;</p> <p>(vi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;</p> |
|--------|---------|---|

|        |          |   |
|--------|----------|---|
|        |          | <p>(vii) Manufacturer will submit a pre-shipment advisory note to purchaser &amp; consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee;</p> <p>(viii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC).</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><b>II. For Goods from within India</b></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>(i) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b>, the Contract number, loan number; Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the <b>West Bengal Medical Services Corporation Limited</b> on behalf of the <b>West Bengal Medical Services Corporation Limited</b> and delivery through to final destination as stated in the Contract;</p> <p>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(iv) Packing list identifying contents of each package;</p> <p>(v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer will submit a pre-shipment advisory note to purchaser &amp; consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee.</p> |
| SCC -2 | GCC - 30 | <p><b>Add clause 30- Payment Terms -</b></p> <p>As per table 5 (b) Payment Terms at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.</p>  |

|         |           |   |
|---------|-----------|---|
| SCC-3   | GCC - 31  | <p><b>Add clause GCC 31- The Comprehensive Maintenance Contract (Including Spare parts)</b></p> <p>(i) The Consignees/ Government of West Bengal / Operation &amp; Maintenance (O&amp;M) Partner, may, at his 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 contracted price, 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 &amp; calibration as per technical/service/operational manual, labour and spares.</p> <p>(ii) The CMC includes repairs of entire system, preventive maintenance, testing &amp; calibration, labour and spares and all software updates.</p> <p>(iii) The Comprehensive Annual Maintenance 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 - 4 | GCC -31.1 | <p><b>Add GCC clause 31.1</b></p> <p>For both Warranty and CMC, as per table 8. Service Up time in Warranty &amp; CMC at <b>Section I: Instructions to Tenderers under sub-section A. Important information at a glance.</b></p>  |
| SCC - 5 | GCC - 32  | <p><b>Add GCC clause 32</b></p> <p>The successful bidder shall be required to undertake supplies of quantity as per schedule of requirement in phases spread over a period of 2 years from the date of signing of the contract.</p>   |
| SCC - 6 | GCC -33   | <p><b>Add GCC clause 33</b></p> <p>The successful bidder shall undertake to commission the equipment including the interiors of the site as per technical specification mentioned in <b>Section IV. Schedule of Requirements.</b></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 | Unit   | Consignee List   |
|----------------------|----------|--------|--|
|                      |          |        |  |
| 3 Tesla MRI Machine  | 3        | Number | IPGME & R and SSKM Hospital (1 unit);<br>Consignee for remaining 2 (one) unit will be notified later |

**Please note:**

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

## A. Technical Specification

### Technical Specification for 3 Tesla-Magnetic Resonance Imaging (MRI) Machine

| TECHNICAL SPECIFICATION  |                                    |  |
|--|------------------------------------|--|
| <p>The manufacturer / bidder must quote the latest 'State of the Art' 3 Tesla MR System or better as per the specifications below:</p> <ul style="list-style-type: none"> <li>• Please mention that year of launch of the quoted model</li> <li>• The offered model should be USFDA approved (authentic and legible certificate for the same to be annexed)</li> <li>• Also, the vendor will guarantee that the system supplied is not refurbished and the MR system quoted is the latest best available model in the segment (3T MR Scanner with 70 cm or more bore ) quoted, at the time of delivery and should submit an undertaking in this regard.</li> </ul> |                                    |  |
| Sl. No.  | Features                           | Essential Specification  |
| 1.   | Magnet                             | 3 Tesla (superconducting) Magnet with approximately 70 cm or more bore diameter.   |
|  | a) Field Strength                  | Helium only 3T (superconducting) Magnet along with Facility for quick Shutdown of the magnet in case of emergency  |
|  | b) Field Stability over time       | i) Should have active shielding, external interference shielding with good field stability.<br>ii) Mention the RF frequency of operation and the field drift.  |
|  | c) Homogeneity                     | i) Best homogeneity possible should be given. Specify homogeneity in VRMS at 10 cm, 20 cm, 30 cm and 40 cm DSV and at max. FOV achievable with the quoted scanner<br>ii) Should be very good for single voxel and CSI spectroscopy, specify values<br>iii) Please specify the homogeneity at 40 cm FOV (guaranteed homogeneity)  |
|  | d) Magnet Bore                     | i) 70 cm or more magnets bore diameter , after positioning of gradient , shim and RF cons  |
|  | e) Active Shielding / Fringe field | i) Quote values for 5 Gauss and 1 Gauss line.  |
|  | f) Ext. Shielding                  | Ext. Interference shield (sufficient to house the Magnet, Anesthesia and Physiologic monitors should be provided)  |
|  | g) Magnet Cooling System           | i) The magnet should be having zero boil off rate<br>ii) Devices for helium level monitoring in the magnet should be supplied.<br>iii) Liquid helium should be supplied during warranty period and comprehensive AMC<br>iv) The vendor should include the Cold Head maintenance and replacement during warranty period and also during Comprehensive AMC   |
|  | h) Shim System                     | i) High performance and highly stable shim system with global and localized manual and auto shimming for high homogeneity magnetic field required for imaging (MRI / fMRI), single voxel spectroscopy (MRS) and spectroscopic imaging (MRSI). 3D shimming for volume imaging and CSI.<br>ii) Auto shim (global and voxel shim) should take minimum time to shim the magnet with patient in position (specify the time).<br>iii) Specify number of shim coils including higher order. |

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| 2.   | a) Patient Table              | <ul style="list-style-type: none"> <li>i) Computer controlled subject table movement in vertical and horizontal direction.</li> <li>ii) The vendor should supply fully motorized computer controlled table, with movements in vertical and horizontal directions for the main MRT patient table.</li> <li>iii) Subject table should be able to take at least 140 kg load.</li> <li>iv) Emergency manual Traction of the subject from the magnet.</li> </ul> |
|  | b) Patient monitoring         | <ul style="list-style-type: none"> <li>i) Patient monitoring devices for ECG, respiratory, pulse rate, oxygen saturation, ETCO<sub>2</sub> at the console etc. A comprehensive solution at patient side and at main console capable of gating the sequence protocols with respect to patient's heart (ECG) and respiratory rates.</li> </ul>  |
|  | c) Patient Comfort Features   | i) Two-way patient communication with headphone, microphone and necessary accessories.  |
|  |                               | ii) Patient audio alarm   |
|  |                               | iii) Lighting   |
|  |                               | iv) MR compatible Music System (complete) should be able to play inside the gantry  |
|  |                               | v) One MR compatible patient trolley (to transfer patient to the magnet table)  |
|  |                               | vi) One MR compatible wheel chair   |
|  |                               | v) Closed circuit TV and CCD video camera for patient monitoring  |
|  |                               | vi) Provide other standard patient comfort devices, with quoted system (please specify)   |
| 3.   | Gradient system<br>a) General | i) Active shielded gradient system in X, Y, Z planes  |
|  |                               | ii) Minimum Gradient Strength should be 60mT/m or more along each axis and a slew rate of 200 T/m/s in each axis. Gradient strength should be such that minimum amplitude of at least 60mT/m and minimum slew rate of 200T/m/s should be achieved simultaneously.<br>The system should have 64 independent RF receiver channels (which can be demonstrated)   |
|  |                               | iii) In case of dual gradient systems, please mention the details in each axis separately.  |
|  |                               | iv) Quote the minimum rise time at the maximum gradient strength offered.   |
|  |                               | v) Quote the slew rate at the maximum gradient strength.  |
|  |                               | vi) Specify the linearity of the gradients at full FOV.   |
|  |                               | vii) 100% duty cycle for full FOV   |
|  |                               | Viii) All other tender specifications remaining the same, if the vendor has a 3T MRI of higher gradient available, then quote that as an option   |
|  | b) Resolution Parameters      | i) Specify the minimum and maximum FOV achievable for the quoted MR system (preferable to have 10-450 mm FOV)   |
|  |                               | ii) Specify min. slice thickness in 2D and 3D modes at 128 x 128, 256 x 256, 512 x 512 and 1024 x 1024 matrices.  |
| iii) The system should be capable of performing single shot EP1 (in 64 x 64, 128 x 128 and 256 x 256 matrixes) including Conventional and fluoroscopic imaging in the three orthogonal and also oblique planes |                               |   |



|                           |   |  |
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|                           |   | iv) Effective cooling system for gradient coil and power supply for uninterrupted operation during summers also. The system should have efficient and adequate provision for eddy current compensation                     |
| 4.                        | RF Transmitter, Receiver , Coils  | The vendor should quote the latest RF transmit technology available with them globally, as per the datasheet.  |
|                           | a) RF Transmitter   | i) A fully digital RF system capable of transmitting enough power (please quote the value) (as per FDA guidelines), and the operating frequency should cover 1 H, and 31P nuclei (for multinuclear spectroscopy of 1H/31P) |
|                           |   | ii) Specify max. transmitter RF power available (at 50 ohm impedance)  |
|                           | b) RF Receiver  | i) Optical / Digital RF receiver system with / high efficient RF receiver system / or its equivalent located on the magnet inside the shielded active room.  |
|                           |   | ii) System should have 64 independent RF receiver channels (which can be demonstrated). Please provide the list of coils / coil-combinations that use this configuration.  |
|                           |   | iii) Specify the RF receiver bandwidth for each channel  |
|                           |   | iv) The system should have necessary hardware to support quadrature phased array and flex coils.   |
| c) RF Transmit Technology | v) Latest RF transmit system ( like Multi-transmit / Multi Drive transmit system / True shape) with at least two independent output channels should be offered to improve B1 uniformity and signal homogeneity and to reduce patient induced in-homogeneities |  |
|                           | vi) If the vendor has two RF amplifiers for producing better image quality / features , the same should be quoted   |  |

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|  | d) SAR limits | i) SAR limits should be as per FDA guidelines for all protocols , including neuro / abdominal imaging   |
|  | e) Coils      | i) The number of channels and number of elements for each coil should be the maximum that the vendor has in their Product list. All coils (other than coils for exclusive Spectroscopy like surface coils) should be compatible for parallel acquisition. In case the vendor does not have or manufacture a particular coil, third party coil(s) can be provided. However, it is the responsibility of the vendor to provide necessary interface (both hardware and software) to make the coil work with appropriate RF sequences etc |
|  |               | ii) Head coil (48-channel or more) / 64 Channel Head Neck , for high resolution brain, brachial plexus, nerve imaging, EPI/DTI applications, compatible with fMRI projection device quoted with the system.<br>The coil should have built in shim arrangement for high resolution.  |
|  |               | iii) Separate coil for Head neck at least 16 channels or more for routine brain / Neurovascular exams should also be quoted as standard.<br>A inbuilt shim system in head coil for improved imaging   |

|    |  |  |
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|    |  | would be preferred   |
|    |  | iv) Spine array coil (32 channel or more) with built in sensor for motion detection  |
|    |  | v) Body array coil / Phased Array coil( 32 Channel); If a single coil is not available with the vendor, then a combination of coils should be quoted (capable of single station abdominal imaging), so that the resolution over 50 FOV is not compromised.   |
|    |  | vi) Dedicated shoulder array coil (16 channels), if a dedicated coil is not available with the Vendor, then the vendor has to quote equivalent coil (for e.g. if Flex coil is offered, then the number should be in addition to the previously quoted coil.  |
|    |  | vii) Dedicated Wrist Coil (16 channel)   |
|    |  | viii) Dedicated Knee imaging Transmit / Receive 15 channel or more)  |
|    |  | ix) Dedicated Peripheral coil or whole body coil with a coverage of at least 80cms ( with a maximum combination of 2 coils)  |
|    |  | x) Eye / Ear coil  |
|    |  | xi) Flex coils in available sizes (minimum 2) for extremely imaging at least 4 channel or more.  |
|    |  | xii) Dedicated foot / ankle coil, minimum 8 channels or more   |
|    | f) Coil Technology                     | i) Integrated coil technology, latest as available with the vendor to be quoted : Equivalent of TIM / GEM / DStream or equivalent to be offered.   |
|    | g) Table Technology                    | i) Bolus chasing with automatic / continuous moving table should be offered and should be available with fluoro triggered MR angiography for manual and fast switchover in less than 1 sec for CE-MRA.   |
|    |  | ii) Latest table technology available with the vendor (globally) should be offered.  |
| 5. | Computer Control System                | i) The vendor should supply the latest computer system along with the MR System, to handle all the latest applications available on the MR platform.   |
|    |  | ii) During the warranty period, any software updates that are launched globally should be supplied and installed.  |
|    | (a) Host Computer and Array Processors | i) Latest state-of-art computer system with sufficient RAM (32 GB or more) and computational speed to match the single shot Echo Planar Imaging (EP1) , interactive angiogram, multi-planar Three dimensional (3D) reconstruction , surface rendering and dynamic imaging, vascular imaging / angiography, and adequate storage for images and other Applications. |
|    |  | ii) Necessary image processor with sufficiently large RAM  |
|    |  | iii) (4 GB or more) for ultra fast image reconstruction, capable of performing real time image reconstruction.   |
|    |  | iv) Total hard disk memory capable of storing a minimum of 2,00,000 (two lakh) images.   |
|    |  | v) Monitor 19" or more Medical grade monitor (3K x 3K) with enhanced graphics accelerator.   |

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|  |                            | <p>vi) One measurement (Main) console capable of data acquisition and all online calculations) and post processing</p> <p>vii) Licences for acquisition, post processing and for special packages should be given explicitly, listing all the capabilities of the vendor's quoted product (basic standard package, premium packages etc.)</p> <p>viii) The main console / workstation should have pulse sequences software license that may be required to modify and run pulse sequences. If this is not possible, the vendor should provided the necessary hard and soft ware necessary for such application (like laptop with system interface solution). Appropriate procedures (like research agreement) should be finalized before the installation of the equipment, so that there is no delay in operation of any requirement.</p>  |
|  | (b) Additional workstation | <p><b>SERVER SYSTEM</b> : (A Client – Server Architecture based solution, minimum 20,000 concurrent slices, 2 no. floating / concurrent user license for all applications. DICOM 3.0 compatibility and interfacing with other modalities must be possible.</p>  |
|  |                            | <p><b>CONFIGURATION</b> : 1 no. Server and 2 nos. Clients / Nodes. 1 user license for each of the applications to be provided as standard.</p> <p><b>Licences</b> : 2 no Concurrent license here implies the capability to process all the loaded software to be accessible and usable on all the clients / nodes simultaneously without any processing delay. The software should also include a reputed antivirus software of a perpetual type or renewed by the supplier.</p> <p><b>Hardware:</b><br/> <b>Client / Node:</b> CPU unit, minimum 32 GB RAM, Medical grade monitor of 2 MP resolution and size – 18" or more, mouse, keyboard.</p> <p><b>Hardware Server:</b> The server (single / dual configuration) should have image storage capacity of at least 2.5 Tera bytes, minimum 20,000 concurrent slice processing power and at least 64 GB RAM, 21" or more TFT / LCD monitor.</p> |
|  | (c) CD/DVD archival        | <p>i) DVD RW drive for writing of images , spectra and raw data along with the necessary software for reading the images and spectra on DVD/CD storing capabilities.</p> <p>ii) Provision for archival of <b>k space data and raw (unprocessed) Images.</b></p>   |
|  | (d) Networking             | <p>i) The vendor should provide Level 3 network Switch (with 32 nodes) or latest, to integrate the network.</p> <p>ii) Protocol Ethernet TCP/IP standards based image transfer with D1COM 3.0 over standard Ethernet IEEE 903 (DICOM send, receive and DICOM query modes).</p> <p>iii) The vendor should provide the connectivity with PACS, with the user Departments, as mentioned in Item No. 10 of this tender.</p> <p>iv) The network speed and cables should match the latest industry standards (eg. 10 BaseT/100 BaseT/1GB)</p> <p>v) System should be configured with different IP series , so as</p>  |

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|    |                        | not to clash with different equipment already existing in different Departments.   |
|    |                        | vi) The vendor should provide necessary networking and configuration assistance with existing PACS, HIS and RIS.   |
|    | (e) Film Documentation | DICOM interface to hook DICOM compatible, dockable, latest state of art Dry Laser Camera with more than 500 dpi, capable of storing / printing images of 1024 x 1024 (or higher, if available) matrix size in various matrix formats (including 16 format) without loss of digital resolution to be made available on any of the consoles and on the films (AGFA / FUJI / KODAK), with three online tray system. |
| 6. | a) Data Acquisition    | i) The system should be capable of 2D and 3D acquisitions in conventional, fast and ultra fast spin echo and gradient echo modes so that real-time online images can be observed if needed. All the sequences that are available with the vendor at the time of quote /delivery should be provided as per their manual.  |
|    |                        | ii) 2D multi slice imaging should be possible in all planes (axial, sagittal, coronal, oblique and double oblique).  |
|    |                        | iii) Up to 1024 x 1024 matrix acquisitions preferred for all applications. Wherever 2048 matrix available, please mention.   |
|    |                        | iv) Half Fourier or other techniques to reduce scan acquisition time while maintaining adequate SNR.   |
|    |                        | v) 3D volume, multiple contiguous slabs, multiple interleaved and multiple overlapping slabs.  |
|    |                        | vi) Slice thickness in 2D and partition in 3D to be freely selectable.   |
|    |                        | vii) Dynamic acquisition (serial imaging) with capability to initiate scan sequences either from the magnet panel or from the console.   |
|    |                        | viii) Dynamic acquisition; number of repeat scans with delay time either identical time interval or selectable.  |
|    |                        | ix) Auto slice positioning from the localizer images.  |
|    |                        | x) Maximum off center positioning both anterior posterior and lateral direction and should be selectable.  |
|    |                        | xi) Gating: Physiological signals like ECG, pulse, respiratory', External signal triggering (interface from triggering input pulse from external source). The provision should be available at the console also [for FMRI, EEG etc.]   |
|    |                        | xii) Simultaneous acquisition, processing and display of image data in 2D multi-slice mode.  |
|    |                        | xiii) Selection of voxels from oblique slices should be possible while doing spectroscopy.   |
|    |                        | xiv) Artifact reduction /imaging enhancement / image filtering/ image subtraction/addition/multiplication/ division techniques.  |
|    |                        | xv)Flow: 1st and 2 <sup>nd</sup> order flow artifact compensation.   |
|    |                        | xvi) Presentation slabs: a number of relocatable saturation bands to be placed either inside or outside the region of interest.  |

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|  |                            | <p>xvii) Graphic prescription</p> <p>xviii) Fat saturation techniques: frequency selective RF pulses to suppress fat signals in the measured image FOV. ROI selective (regional) fat suppression should also tie given.</p> <p>xix) Magnetization transfer saturation: Off resonance RF pulses to suppress signals from stationary tissue in FOV.</p> <p>xx)Phase contrast capability in 2D and 3D mode.</p> <p>xxi) Image intensity correction</p> <p>xxii) Breathe hold acquisition.</p> <p>xxiii) EPI mode</p> <p>xxiv) DTI with MDDW or equivalent with a minimum of <b>128 directions encoding</b>.</p>   |
|  |                            | <p>xxv) Data acquisition in all three standard planes (axial, sagittal, coronal) and oblique and double oblique planes and more oblique planes.</p> <p>xxvi) Higher matrix acquisition capability in single shot EPI. Acquisition time. TR , TE and slice thickness should be clearly mentioned and supported by data sheet reference.</p> <p>xxvii) The vendor should offer multi coil acquisition in order to optimize throughput increase and increased effective FOV. Individual acquisition elements of every coil should be mentioned.</p>   |
|  | b) Imaging Pulse Sequences | <p>(i) All standard and special pulse sequences available at the time of quote / delivery should be offered and quoted in the bid</p> <p>(ii) The System should be capable of selecting TR and TEs as per requirement in majority of the pulse sequences.</p> <p>(iii) Spin echo (SE): multi-slice single echo, multi-slice multiecho (8 echo or more), SE with symmetrical and asymmetrical echo intervals and fast spin echo. MT-SE imaging sequence.</p> <p>(iv) Inversion Recovery (IR): including short TI modified IRSE, FLAIR, DIR (Double Inversion Recovery)</p> <p>(v) Gradient echo (GE): with transverse gradient / RF spoiling, and transverse gradient re-phasing , e.g. GRASE or equivalent etc. 3D gradient echo with shortest TR and TE, free choice of flip angle selection , while maintaining SNR.</p> |
|  | Fast sequences             | <p>(i) Fast spin echo and GE sequences in 2D and 3D mode with T1, T2 and PD contrast capable of acquiring maximum number of slices with a given TR a minimum TE, echo train should be at least 128 or more in fast spin echo mode.</p> <p>(ii) Half Fourier acquisition capabilities should be available with / without diffusion gradients and in combination with / fast spin echo.</p> <p>(iii) Fast inversion recovery with spin echo</p> <p>(iv) Fast gradient spin echo IR multi-slice multi-echo mode with maximum ETL. Sequences should incorporate RF focusing to acquire ultra-fast gradient spin echo.</p> <p>(v) Fast gradient echo sequence should incorporate RF spoiling and other technique to acquire images in ultra-fast 2D and 3D modes.</p> <p>(vi) Fat and water suppressed imaging sequences.</p>   |

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|  |                             | (vii) EPI optimized sequences (with and without fat suppression)   |
|  |                             | (viii) For T1, T2, PD imaging, perfusion, regular diffusion values (at least 5b, 3 directions) EPI FLAIR. EP1-IR. EPI-FLAIR diffusion tensor, EPI MT FLAIR, tensor diffusion (at least 16b values and 128 directions) and diffusions studies. Suitable artifact / fat suppression techniques to be incorporated in the sequence to have optimum image quality. |
|  |                             | (ix) There should be capability of calculating ADC map (isotropic and anisotropy from the regular diffusion and tensor data).  |
|  |                             | (x) Optimized sequences for special applications.  |
|  |                             | (xi) Multi-band EPI: Simultaneous Multi Slice Accelerate Advance applications for clinical routine.  |
|  | Optimized sequence Packages | Mention all available packages   |
|  | c) Neuro                    | i) All T1 (2D, 3D), T2(2D, 3D), IR (2D, 3D), Dual IR(2D, 3D) sequences.  |
|  |                             | ii) Sequence for internal ear imaging for visualization of fine structures like cranial nerves (appropriate sequences like C1SS, etc. or equivalent. Mention the sequences provided.)  |
|  |                             | iii) 3D sequences for internal auditory canal imaging  |
|  |                             | iv) Dynamic imaging of pituitary using appropriate sequence  |
|  |                             | v) Whole spine T1, T2, IR sequences  |
|  |                             | vi) Whole neuro examination with automatic planning, scanning and post processing with single localizer positioning, without changing the coils / repositioning.   |
|  |                             | vii) SMS : Simultaneous Multi Slice Imaging  |
|  |                             | viii) 2D or 3D ASL.  |
|  | d) Angiography              | i) MR angiography : 2D / 3D TOF , 2D/3D Phase contrast (with and without gating) and magnetization transfer saturation, black blood angiography for cerebral, pulmonary , abdominal and peripheral vessels   |
|  |                             | ii) For peripheral moving table angiography should be offered covering hip to limbs to be examined in one go with high resolution and high SNR   |
|  |                             | iii) Bolus tracking software package   |
|  |                             | iv) Sequences for breath hold angiography with contrast enhancement  |
|  |                             | v) Sequences for time resolved angiography with contrast Kinetics  |
|  |                             | vi) ECG triggered non contrast angiography   |
|  |                             | vii) Contrast bolus tracking (including single shot whole body MRA, interactive and automatic tracking etc.)   |
|  |                             | viii) Perfusion study in organ systems like kidney , brain etc. with T1 perfusion with permeability maps and quantitation of rCBF / rCBV, MTT etc. with colour maps  |
|  | e) Diffusion / DTI          | i) Sequence package for diffusion including DTI (tractography)   |

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|  |   | study in organs like brain , kidney , muscle , heart , spine , breast etc.  |
|  |   | ii) There should be capability of calculating ADC map (isotropic and anisotropic from the regular diffusion and tensor data).   |
|  |   | iii) MR diffusion tensor imaging package with tractography  |
|  |   | iv) MR neuro functional imaging sequence package (incl. Mosaic etc.)  |
|  |   | v) Zoom IT or equivalent, Application for high resolution diffusion imaging.  |
|  | f) Body Imaging                               | i) Flow quantification in vessels and CSF , hepatobiliary system.   |
|  |   | ii) Fly through facility with Flow analysis including display of various velocity value.  |
|  |   | iii) Optimized breath hold sequences for abdominal studies including angiogram.   |
|  |   | iv) MR Cholangiography and Pancreatography: Specialized sequences and processing to perform MRCP.   |
|  |   | v) Pulmonary 2D / 3D MRA sequence, including single breath hold sequence  |
|  |   | vi) MR ventriculography, cisternography, myelography  |
|  |   | vii) Single sequence to acquire four different contrast ( inphase, out of phase water only, fat only). The same technique should be used in other sequences, for dynamic portography / T1 quantitative analyses.                              |
|  |   | viii) Parallel acquisition techniques including new sequences. Specify the technique used and the factor by which the acquisition time is reduced for similar acquisition with and without parallel imaging technique. Mention the sequences. |
|  |   | ix) Flow quantification packages for CSF with dynamic CSF flow imaging, aqueduct and spinal canal.  |
|  |   | x) Radial / Spiral pulse sequences for ultrafast imaging.   |
|  |   | xi) Suitable artifact / fat suppression techniques to be incorporated in all the sequences to have optimum image quality.   |
|  |   | xii) A sequence for differentiation of fluid and carriage in ortho applications (sequence like DESS or equivalent)  |
|  |   | xiii) Susceptibility artifact correction techniques to be incorporated in all the sequences to have optimum image quality.  |
|  | g) SWI  | i) Sequences for susceptibility imaging   |
|  | h) Prostate Imaging                           | i) Sequences for imaging of prostate  |
|  | i) Whole Body Diffusion And STIR, Angiography | DWIBS OR equivalent, whole body imaging using Inversion recovery sequences, whole body MR angiography   |
|  | j) m-Dixon                                    | i) Provide sequences like m-Dixon for all applicable sequences, m-Dixom-HD or equivalent.   |

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|  | k) Relaxometry                 | T1 mapping T2 mapping with necessary post-processing's/w.   |
|  | l) Motion correction           | <ul style="list-style-type: none"> <li>i) Sequence for in-line motion correction for uncooperative patients/ children (with software and acquisition sequences like BLADE. PROPELLAR, Multivane or equivalent</li> <li>ii) Sequence with ultra short TE</li> <li>iii) Sequence for nullifying CSK pulsation artifacts</li> <li>iv) Sequence enabling prospective motion correction in quick time and in real time during IMRI</li> <li>v) Sequence employing arterial spin labelling (ASL) technique</li> <li>vi) Whole body imaging (using body coil and surface coils)</li> <li>vii) Whole body diffusion weighted imaging (using body coil and surface coils)</li> <li>viii) Automated fusion and composing for the above two (without any artifacts)</li> <li>ix) Volume acquisition for Neuro applications</li> </ul>  |
|  | m) MR Spectroscopy             | <ul style="list-style-type: none"> <li>i) System should have capability to perform multi planar proton</li> <li>ii) Proton MRS Sequences for single-vowel acquisition, with selectable fat / lipid saturation bands, options of water saturation (eg. VAPOR, CHRSS etc.) with all post-processing software</li> <li>iii) Proton multi-voxel CSI [2-D and 3-D] acquisition and metabolite mapping with all necessary RF sequences (and post processing algorithms) with all post processing software.</li> <li>iv) If separate coils are needed for carrying out MRS, it should be provided.</li> <li>v) RF sequences for prostate, liver, musculoskeletal and brain (if there are any specialized / optimized sequence available, the same should be offered) with all post processing software.</li> <li>vi) Water and lipid suppression in automated sequences</li> </ul> |
|  | Post processing and evaluation | <ul style="list-style-type: none"> <li>i) Licences of all the post processing and evaluation packages should be provided for the main and additional console / Workstation.</li> </ul>  |

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|  |                              | <ul style="list-style-type: none"> <li>ii) Specify clearly number wise the algorithms that need licences and a statement whether theses have been provided in both the main console and the additional workstation (Satellite console / extended workspace)</li> </ul>  |
|  | Special Application Packages | <ul style="list-style-type: none"> <li>i) The vendor must provide their specialized and optimized imaging sequences. In the Main Acquisition Console; Post-processing Packages in the Main Acquisition Console and additional workstation. <ul style="list-style-type: none"> <li>(a) Neuro (Samrt, exam / Ready Suite / Smart Brain/ etc.)</li> <li>(b) Body</li> <li>(c) Oncology</li> <li>(d) Angio (including DSA approach , capturing arterial,</li> </ul> </li> </ul> |



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|  |                          | capillary and venous phases in a single acquisition with a single bolus)  |
|  |                          | (e) Ortho and MSK, Metal artifact reduction software should be provided as standard for imaging of joints with prosthesis.  |
|  |                          | (f) Liver (including 3D T1 Fat sat for dynamic liver imaging)   |
|  |                          | (g) Pediatric   |
|  |                          | (h) Breast  |
|  |                          | (i) Prostate  |
|  |                          | (j) Necessary composing software for whole body applications. Smart Exam / Samrt Brain / Ready Suite / Brain Dot Engine/ equivalent technique should be quoted in all available imaging packages.                           |
|  | (i) MPR                  | i) Multi planar reconstruction (MPR) in any arbitrary plane including curved planes with freely selectable slice thickness and slice increments.  |
|  |                          | ii) Surface Reconstruction and evaluation on reconstructed images with minimum time.  |
|  |                          | iii) MIP in displaying in cine mode 2D and 3D mode, Targeted / segmented MIP in any orthogonal axis with minimum processing lime and capable of displaying in cine mode.  |
|  | (ii) ADC perfusion, etc. | i) Evaluation and display of diffusion images, ADC map, IMRI in reference of EPI optimized sequence.  |
|  |                          | ii) Perfusion image evaluation with time intensity graph and other statistical parameters   |
|  |                          | iii) Evaluation package for calculating rCBV, rCBF , MTT , perfusion map, corrected CBV calculation; Fusion of perfusion map with Contrast enhanced 3D T1 images etc. Mention the package / software offered with brochure. |
|  |                          | iv) Flow quantification and evaluation far vascular (high & low) CSF, bladder outlet and cine display.  |
|  | Arterial Spin Labeling   | 2D or 3D ASL processing and quantification package in main console / additional workstation.  |
|  | Live Segmentation        | Automatic Liver segmentation and volumetric analysis.   |
|  | (iii) BOLD analysis      | i) Evaluation of functional images of brain with appropriate statistical algorithms, colour display and overlay on base anatomical images.  |
|  |                          | ii) Software for evaluation of functional mapping [BOLD Evaluation and Neuro-metabolite mapping].   |
|  | (iv) Tractography        | Post-processing package for DT1 and Tractography , estimation of ADC, FA(Lamda parallel, perpendicular separately and combined), Fiber tracking, fiber statistics and display of fiber tracts on anatomical images.         |
|  | (v) Image statistics     | i) Measurement of distance, area, volume, angle, mean, SD, image addition, subtraction, multiplication, division, interpolation. Segmentation, threshold, histogram.  |
|  |                          | ii) Image filtering and Image fusion software.  |
|  |                          | iii) Software for co registering MRI/fMRI/MRS/ Metabolite   |

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|  |  | mapping images with images from CT, PET and SPCT.   |
|  |  | iv) Evaluation features like zoom, rotation, scroll, roaming, image synthesis, multi point T1 and T2 calculation (more than 8) window stretching, text dialogues graphics, sorting, searchmfl. Archiving, recalling etc.  |
|  | (vi) Spectroscopy                      | (i) Full post-processing for single voxel MRS, CS1 (multi-voxel MRS), metabolite mapping with color coding (metabolic images) etc., for brain, prostate and for other application.*<br>(ii) Post-processing should include FFT, base line correction, curve optimization, automatic phase correction, metabolite imaging, spectral mapping, magnetic-resonance spectroscopic imaging (molecular imaging) with naming and peak integral values for all in vivo metabolites.  |
|  | (vii) Advanced organ specific imaging  | Any advanced organ specific imaging with automatic planning, scanning and post-processing application should be quoted.   |
|  | (viii) Silent MRI                      | Silent MRI for neuro protocols including T1W, T2W imaging without any loss of image quality on all sequences (like Neuro Silent / Silenz, or equivalent) with noise less than 80 dB. The quiet scanning should be without loss of SNR.  |
|  | (ix) Advanced Compress Sensing Imaging | System should have the Advanced Compress Sensing Imaging.   |
|  | Functional MRI accessories             | (i) Functional Imaging with package for BOLD imaging and processing package (capable of real time processing and display of colour overlay (in real time) using Head coil being supplied with the system.<br>(ii) Complete fMRI solution including audio visual projection (3D capable) system, with headphones with very good noise suppression (> 30 dB) (Preferable to have LCD/LED monitor projection)<br>(iii) The system should be integrated with stimulus presentation / parading generator software ,along with permanent license (like Superlab, Nordicaktiva,<br>(iv) The paradigm presentation should be synchronized with the scanner (fur startling along with measurements). |
|  | Quality assurance and phantoms         | (i) Phantoms for routine quality assurance for all coils (including body coil)<br>(ii) Quality assurance as per AAMP standard for SNR for different coils and nuclei, spatial resolution , magnetic field inhomogeneity, eddy current compensation, RF power and inhomogeneity measurement. Specify the details of the QA package. It should be possible to provide the QA report quarterly to the Faculty-In-Charge, MRI for records.  |
|  | Standard MRI Accessories               | (i) Rechargeable Hand held metal detectors (2 nos.)<br>(ii) Walk through Metal detector with multiple sensor and multiple location LED (Zone III type) – 01 nos.<br>(iii) MR compatible Patient monitor (Annexure-1) and MR compatible Infusion Pump (Annexure-2) (specifications are mentioned separately)   |

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|    |                               | (iv) Ferron Guard – which is already installed in the MR facility of user department should be re-installed and make functional by the vendor.  |
|    |                               | (v) (Unit price of lines and tubing’s to be quoted separately for additional requirement)   |
|    |                               | (vi) MR Compatible Dual head Pressure Injector (minimum 2000 Gauss line)  |
|    |                               | b) Please quote the price of the consumables for the quoted MR Compatible pressure Injector (for 1000 syringes and 1000 patient tubings ), valid for a period of 8 (eight) years. This has to be supplied in a <b>staggered manner</b> , after consultations with the user. This is to be quoted separately.  |
|    |                               | (vii) Unit price of syringe and tubing to be quoted separately for additional requirement .   |
|    |                               | (viii) MR compatible anesthesia machine (Specifications are mentioned separately : Annexure-3)  |
|    |                               | (ix) 2(two) quantity : Non-magnetic IV stand  |
|    |                               | (x) 2(two) quantity : Digital Patient Weighing Scale ( in the range between 0 to 200 kg)  |
|    |                               | (xi) MR compatible storage carts and wall mounted cabinets  |
|    |                               | (xii) Coil cabinets to be provided  |
|    |                               | (xiii) Network cable and other required materials for the complete installation to be provided by the Supplier  |
|    |                               | (xiv) MR compatible crash cart - 1 no.  |
|    |                               | (xv) MR compatible instrument – trolley - 1 no.   |
|    |                               | (xvi) MR compatible patient trolley ( to transfer patient to the magnet table) with both vertical and horizontal movement with hydraulic operation and should take a minimum load of 150 Kg in both vertical and horizontal motion (Model: Adjustable Height Trolley : MR5501 of Wardray Premise Ltd., U.K. or Adjustable Height Trolley , Femo UK or equivalent) - 1 no. |
|    |                               | (xvii) MR compatible wheel chair (Wardray / equivalent model) (with cushion , back-rest and anti-rest) – 1 no.  |
| 7. | Antivirus s/w and Web updates | (i) All the Servers and Workstations in the network (MRI console, additional workstation , PACS workstation, fMRI workstation etc.) that is supplied by the vendor should be provided with antivirus software (periodically updated) for 5 (five) years   |
|    |                               | (ii) The vendor should provide antivirus updates for 5(five) years and make sure of the updated antivirus every week (using automatic-updates with internet facility by the vendor)   |
|    |                               | (iii)The vendor should ensure that all the above modalities include necessary connection, images and work list send / receive, image and data storage, scheduling , patient registration and synchronization functions as per DICOM standards for smooth and effective integration to RIS / PACS.   |
| 8. | Other accessories             | (i) 10(ten) chairs with arm rest with medium back without casters (Godrej / Geeken Make)  |
|    |                               | (ii) Table for the MRI console, MRI additional console / Workstation. fMRI workstation  |

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|                    |  | (iii) Necessary Desk, Chair and Rack for the PACS Server & Workstation to be provided by the supplier.   |
|                    |  | (iv) All the necessary interconnecting interfaces, cables, modules and other hardware and software to fully integrate the system for full operational status.  |
|                    |  | (v) Uninterrupted Power Supply (UPS) with sufficient capacity (appropriate rating as required with a minimum of 200 kVA or more UPS) for 30 minutes back up of the full load MR system and its accessories during patient MR imaging.  |
|                    |  | (vi) 2(two) quantity MR compatible oxygen cylinders (for the anesthesia system)  |
|                    |  | (vii) Good quality air curtain at MRI entrance (for patient entry), to filter the dust and prevent the leakage of a/c  |
| 9.                 | Training   | Advanced training to be provided by the vendor at the site for Faculty, Residents, Students and Radiographers, so as to Benefit the latest applications available on the system. The training should be minimum period of 12 weeks, staggered.   |
| 10.                | Installation on-site – Modification basis  | (i) The system should be installed and handed over in working condition, with all the necessary electrical, air conditioning and civil works undertaken by the vendor in Consultation with the user Department.  |
|                    |  | (ii) All the necessary interconnecting interfaces, cables, modules and other hardware and software to fully integrate the system for full operational status.  |
|                    |  | (iii) Accessories, air conditioning etc.   |
|                    |  | (iv) Water / Air Chiller should be of good quality, with Performance guaranteed during summer months also.   |
|                    | Civil works  | (i) Fire alarm (along with new / existing panel) should be provided in all rooms, wherever site modification is being carried out, and in the rooms (in the MRI section), where there is no fire alarm. The vendor should discuss with the engineering section and the Department before quoting for Site Modification |
|                    | Air-conditioning works   | (ii) Air-conditioning that is required for the MRI equipment, examination room and Console areas have to be carried out by the vendor with a new unit. Proper ducting and other necessary work have to be carried out without damaging existing structure.   |
|                    |  | (iii) Necessary adequate air-conditioning units.   |
|                    |  | (iv) The installation of the MR system should be complete with all accessories.  |
| Special conditions | Please see Annexure for special conditions, including warranty and CMC   |  |
| 1.                 | a) Original Product Datasheet of main unit and all accessories, including third party items to be provided.                            |  |
|                    | b) All agreements should be binding on Principal. The principals should be responsible for any lacuna or deficit in service or supply. |  |
| 2.                 | All items in the supply order should be supplied during the time   |  |

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|   | of installation. No exceptions will be allowed.  |
| 3.  | Items under Research Agreement should be finalized well in advance after receipt of supply order, so that there is no delay on delivery of software or coil or any other accessories.  |
| 4.  | Software upgrades / updates (where hardware upgrades are not required) like new pulse sequence, new application package etc., should be provided within one month after release worldwide (any country viz. North America / Europe / Germany etc.). In case, the same is not provided in time, the parent company should undertake the responsibility to implement the same. This is to make sure that the machine Slavs updated with similar products for at least 5(five) years.   |
| <b>WARRANTY PERIOD</b>  |  |
| 5.  | The warranty period of the 3T MRI system commences from the date of handing over (from the date of issue of Inspection Note) the fully functional unit of all coil and the accessories supplied (such as UPS including batteries replacement as when required , AC etc.) including third party items such as MR compatible infusion pump, patient monitor with probes, MR compatible anesthesia machine and Ferro guard to the Institutre, against Manufacturing defects of material and workmanship, if needed) should be included in the warranty period.  |
| 6.  | Note: any Liquid Helium filling, due to quenching or due to any other causes during the warranty period shall be borne by the firm.  |
| 7.  | If a particular coil is not working for more than 5(five) days and due to which patient work suffers, the firm will be asked to pay penalty of half-a-day beyond 5(five) days for each day that it is not working.   |
| <b>POST GUARANTEE ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT (CMC) :</b> |  |
| 8.  | The post-warranty (after 5 years) CMC should be comprehensive and should include helium and cold head (repair and / or replacement) + Labour + Spares for the complete system which includes all the accessories supplied such as UPS , AC (including all consumables like batteries for UPS, and maintenance for another 5 years. +including third party items such as MR compatible Infusion Pump, patient monitor with probes, MR compatible anesthesia machine against Manufacturing defects of material and works manship should be included in the CAMC period. This CAMC should be quoted in Indian Rupees. |
| 9.  | Note any Liquid Helium filling due to quenching or due to any other causes during the CMC period shall be borne by the firm.   |
| 10.   | If a particular coil is not working for more than 5 days and due to which patient work suffers, the firm will be asked to pay penalty of half-a-day beyond 5 days for each day that is not working.  |
| 11.   | The actual drawing and planning can be worked by the vendors in consultation with their architects, the user Department and the Engineering section of <b>IPGME &amp; R and WBMSCCL</b> .  |
| 12.   |  |
| 13.   | The vendor must fill in the details (like values, Make and model etc.) so as to specify whether they satisfy the tender by handling  |

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|       |   | each row of this compliance statement. The vendor should mark "Yes or No or Not Available" wherever applicable. |
| 11.   | <b>SITE MODIFICATION WORK – 3T MRI SYSTEM</b>   |   |
| 1.    | <b>The Site Modification Scope of Work 3T MRI</b>   |   |
|       | The vendor should inspect the site at Woodburn Ward of IPGME & R and SSKM Hospital, before quoting and ensure that the unit can be installed in the available space without any functional. |   |
| i.    | Provisions should be made for placing the various accessories in console room, work-station and printer locations.  |   |
|       | It should also include Door with glass peeping window, warning indicators and signage , false ceiling, GVT floor tiles and wall tiles / Paneling / painting                                 |   |
|       | All site modification works should comply with specified standards of the hospital.   |   |
| ii.   | While preparing the plan, the following aspects have to be addressed.   |   |
| iii.  | Care should be taken to provide easy negotiation of the patient stretchers / trolleys through corridors and doors.  |   |
| iv.   | RF shielding for doors, walls , glass viewer etc.   |   |
| v.    | Furniture like desk chairs, shelves etc.  |   |
| vi.   | Patient stretcher and other furniture / accessory to make the scan centre functional.   |   |
| vii.  | The cost of Site Modification will be considered for Ranking / Evaluation purpose.  |   |
| viii. | Moreover Bidders will have to quote the Unit Rates of the following components of Site Modification work.   |   |
| (a)   | Civil Works   |   |
| (b)   | Electrical work   |   |
| (c)   | Air Conditioning (HVAC)   |   |
| (d)   | Fire Alarm at Detector  |   |
| (e)   | Interior Furnishing and Furniture   |   |
| 2.    | <b>Scope of work for Site Modification MRI unit works</b>   |   |
|       | The supplier should inspect the proposed site and submit all the detailed equipment layout drawings for the proposed MRI Scan Centre along with technical bid of the tender.                |   |
|       | The MRI SCAN CENTRE shall consist of the following rooms:   |   |
| i)    | MRI Room Gantry   |   |
| ii)   | Console Room  |   |
| iii)  | Electrical Room   |   |
| iv)   | UPS room / equipment room   |   |
| v)    | Patient preparation and changing room   |   |
| 3.    | <b>Civil work:</b>  |   |
| i.    | Civil construction work including construction / demolition / alteration of brick wall, plastering, flooring as per the approved plan and equipment layout plan.                            |   |
| ii.   | Concrete reinforcement required for MRI equipment area, if required   |   |
| iii.  | Platform for uploading and shifting the MRI should be provided if necessary.  |   |
| iv.   | Platform for Chiller unit if needed. Fencing and weather protection facility should be provided for the Chiller unit.   |   |
| v.    | Cable tray, trench and channel – necessary trenches, cable tray and channels at required location would be provided.  |   |
| vi.   | All the construction work to be done as per the final plan approved by the purchaser.   |   |
| vii.  | Active and passive room shielding for magnetic, fringe filed should be provided as per the requirement of the equipment.  |   |
| viii. | False ceiling to floor ceramic wall tiling in: Console room, Patient preparation room.  |   |

|      |  |
|------|--|
| 4.   | <b>Flooring</b>  |
| i)   | 5 mm Hospital grade Vinyl Flooring of reputed brands (eg. Tarkett / Gerflor) for MRI Examination Gantry Room.  |
| ii)  | premier quality double charged (homogeneous) joint less vitrified mirror polished tiles 800mm X 800 mm / 600 x 600 mm vitrified tiles with 100 mm tile skirting to match in other rooms.   |
| iii) | 50 mm thick cement concrete flowing with 5 mm Vinyl flooring in MRI equipment / UPS room   |
| iv)  | Floor (except of MRI room) should be of premier quality double charged joint less vitrified mirror polished tiles.   |
| 5.   | <b>Painting</b>  |
| i.   | 2(two) coats Plastic Emulsion Paint over 2 coats of wall putty including primer in MRI equipment / UPS room and electrical room etc.   |
| ii.  | Pre laminated particle board wall paneling in MRI examination –Gantry Room   |
| 6.   | <b>False Ceiling</b>   |
| i.   | Lightweight Aluminum ceiling panels, acoustical-treated, supported n grid or finished seamless with support above ceiling. Powder coated finish (color to be approved by institute). The False ceiling inside RF cage as per equipment and RF cage requirement and design. Ceiling height to suit the equipment, mount and clearances.   |
| ii.  | <b>Wall (except MRI room):</b> Entire walls up to false ceiling should be of premier quality double charged (homogeneous) joint less vitrified mirror polished tiles   |
| 7.   | <b>Electrical Work:</b>  |
| i.   | The supplier shall be required to specify the total load requirements for the MRI scan centre including the load of air conditioning, room lighting and for the accessories if any. The mains supply line will be provided by the Institute up to one point within the MRI scan centre area. The distribution panel shall be provided by the vendor. Few lights in each room shall be connected to the UPS to provide emergency backing.                   |
| ii.  | <b>The electrical work shall include the following:</b>  |
| iii. | Wiring – All interior electrical wiring as well as chiller and outdoor a/c units with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. The wires shall be of copper of different capacity as per the load and should be renowned make as listed below. Electrical Earthing for all equipment and accessories supplied shall be provided by the vendor. The earth-pits should be located as per the approved by the Institute. |
| iv.  | Switches light and power points should be of modular type and of standard make as listed below:-   |
| v.   | LED light fittings with minimum 500 Lux Illumination. 5"/6" LED round light to be provided in MRI room to suit MRI functioning.  |
| vi.  | MRI compatible lights for MRI examination room. The lamps / bulbs used within the RF cage should be easy replaceable and locally available.  |
| 8.   | <b>Air Conditioning :</b>  |
| i.   | Minimum 24 TR (12 TR working + 12 TR standby) with auto sequence controller. Online dehumidifier in MRI and Technical room.  |
| ii.  | Duct-able package air conditioners and split AC units may be used according to room requirement and suitability. Humidity control should be effective to eliminate moisture condensation on equipment surface. The Air Conditioning should be designed with standby provision to function 24 hours a day.  |
| iii. | The outdoor units of AC should be located as approved by the Institute and should have full coverings to prevent theft and damage.   |

|       |  |  |
|-------|--|--|
| iv.   | Copper pipes and valve panel to be used for the Chiller to the MRI   |  |
| v.    | Environment specifications:  |  |
| (a)   | Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.   |  |
| (b)   | Temperature ranges: $22 \pm 2^{\circ}$ C in all areas except equipment room which shall be as per requirement of the equipment.  |  |
| (c)   | Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the bidder.  |  |
| (d)   | MRI compatible Skylight [6 ft x 8 ft]  |  |
| 9.    | <b>Furniture:</b>  |  |
| i.    | Chairs with arm rest with medium back without casters in the Control room, Radiologist room and viewing area. 10 nos.  |  |
| ii.   | Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement. - 3 NOS.   |  |
| iii.  | MRI compatible drug trolleys for patient preparation area. - 1 NO.   |  |
| iv.   | Name boards for all rooms.   |  |
| v.    | Tables for Workstation and Radiologist in reporting room. 4 NOS.   |  |
| vi.   | All furniture items should be of standard make as mentioned in the table below.  |  |
| 10.   | <b>Fire alarm &amp; Detector :</b>   |  |
| i.    | Fire alarm (along with new/existing panel) should be provided in all rooms, wherever Site modification is being carried out, and in the rooms (in the MRI section), where there is no fire alarm. ) Fire alarm shall comprise of fire panel, smoke / heat detectors. The vendor should discuss with the engineering section and the department before quoting for Site-Modification. |  |
| ii.   | Fire extinguisher Dry CO <sub>2</sub> type as required for the building safety. - One per room.  |  |
| 11.   | <b>Miscellaneous :</b>   |  |
| i.    | Cabling of Network (LAN) connectivity for camera system, console system, workstation, servers and computers etc.   |  |
| ii.   | Cabling for Broadband connection: for REMOTE SERVICE of MRI system.  |  |
| iii.  | MR compatible piping and outlets( 4 lines) for Medical Air, Oxygen , Vacuum and N <sub>2</sub> O. To be provided in the Gantry room. The Hospital gas lines will be terminated outside the MRI area.   |  |
| iv.   | Earthing: Three nos. of copper plate earthing.   |  |
| v.    | Night vision CCTV camera with proper coverage of patient waiting area, entry gate, console & UPS room with storage capacity of 15 days   |  |
| vi.   | PA system with FM / USB facility (Sony/Philips/Bosch)- 1 No.   |  |
| vii.  | At least 15 -20 patient holding positions has to be mentioned in the drawing layout plan. Sufficient furniture to be supplied for the console room and patient waiting.  |  |
| viii. | Patient changing room with mirror  |  |
| ix.   | Vacuum cleaner Wet and Dry   |  |
| 12.   | <b>List of items and suggested manufacturers.</b>  |  |
|       | <b>ITEMS</b>   | <b>PREFERRED MAKES</b>                 |
| i.    | <b>Civil</b>   |  |
| a.    | Flooring Vitrified Tiles   | Kajaria / H&R Johnson/ RAK india       |
| b.    | Paint  | Burger / Dulux/ Asian Paints / Nerolac |
| ii.   | <b>ELECTRICAL</b>  |  |
| a.    | Cables (FRLS)  | Finolex / Havells / V-Guard            |



|      |   |   |
|------|---|---|
| b.   | Switches  | Legrand / L&T/ Crabtree / Roma            |
| c.   | Distribution Box                                    | Legrand / L & T / Havells                 |
| d.   | Light Fittings                                      | Phillips / Havells / Wipro                |
| e.   | Air Conditioning (5 Star Inverter – with Green Gas) | Mitsubishi / Daikin/ Hitachi              |
| iii. | <b>Furniture</b>                                    | Hermen Miller/ Godrej/ Featherlite/ Wipro |

## Annexure-1

### Specifications for MR Safe Dual Channel Syringe / Volumetric Pump (Infusion Pump)

|     |  |
|-----|--|
| 1.  | The MR Safe pump should be adaptable both as a syringe pump as well as a volumetric pump.  |
| 2.  | It should be designed for use in MR environment and not adopted for the purpose (should not be a non MR pump in an RF cage).   |
| 3.  | It should have a non magnetic ultrasonic motor to provide accurate fluid delivery from infants to adults with capability of delivering two drugs simultaneously.   |
| 4.  | It should come with a 10 digit keypad entry system for ease of programming.  |
| 5.  | It should be 5000 Gauss compliant / 1.5 meter from isocentre compliance in MRI room, so that it can be placed anywhere in the MR room (up to 3 Tesla MRI).   |
| 6.  | It should have a large LCD display providing high visibility.  |
| 7.  | Expanded delivery range of the pump should be 0.1 – 1400 ml / hr.  |
| 8.  | It should have a long life lithium polymer battery pack for more than 10 hours back up once fully charged.   |
| 9.  | The syringe set should be self vented type with a very low priming volume.   |
| 10. | The system should be field upgradable to pulse oximeter monitoring.  |
| 11. | The downstream occlusion pressure should be adjustable from 1 – 10 psi to suit various cannula sizes and viscosity of the drug to be infused.  |
| 12. | There should be an air inline ultrasonic bubble detector.  |
| 13. | It should have a 3600 visible green / red bright flashing alarm light indication sufficiently big to be observed from control room itself in event of any alarm situation or for regular drug delivery confirmation. |
| 14. | Optionally an MR Safe free standing IV pole & a wireless remote control which can control the pump in a seamless bidirectional manner using 2.4 GHz spectrum should also be quoted along with the main system.       |
| 15. | It should be CE marked and FDA approved.   |
| 16. | All the accessories including batteries should be provided for 10 years.   |
| 17. | It should be approved by major magnet manufacturer like Siemens / Philips / GE for use up to their 3T magnets.   |

## Annexure-2

### Specifications for MR safe Portable Multi-Parameter Vital Sign Monitor

|    |   |
|----|---|
| 1. | It should be a fully Non-Magnetic multi parameter portable patient monitoring solution, designed to be small, easy to use and lightweight.                |
| 2. | MRI vital sign monitor able to travel with the patient.   |
| 3. | It should be 5000 Gauss compliant / 1.5 meter from isocentre compliance in MRI room, so that it can be placed anywhere in the MR room (up to 3 Tesla MRI) |
| 4. | The unit should come with wireless vital sign 3 or 5 lead ECG with trusted artifact free spO2 technology.   |
| 5. | The unit should come with wireless control room light weight monitor with base station having back up charging dock.                                      |
| 6. | It should be capable of monitoring ECG, SPO2, NIBP and Full Anesthetic gas module (including ETCO2) and 1 IBP.  |
| 7. | Clinical features : Standard  |
|    | – SpO2 with perfusion indicator : Wireless  |
|    | – ECG : 5 Lead : Wireless   |
|    | – Non-Invasive Blood Pressure   |
|    | – Dynamic Trend Indicators  |
|    | – Tri-colored alarm indicator light   |
|    | – Full gas module with ETCO2  |
|    | – Invasive Blood Pressure   |
|    | – Should be FDA marked  |
|    | – Accessories, MR compatible Laryngoscope   |
|    | ● Vendor should provide the Pediatric & Adult SPO2 probes – 03 each.  |
|    | ● Vendor should provide the Pediatric & Adult BP cuff – 03 each.  |
|    | Vendor should also quote the price for SPO2 probes & BP cuff for (adult & Pediatric) separately for further purchase if required.                         |
| 8. | All the probes and accessories both for adult and pediatric age group should be provided for 10 years.  |

| <b>Annexure-3</b>                       |   |
|---|---|
| <b>MR Compatible Anesthesia Machine</b> |   |
| <b>Sl. No.</b>                          | <b>Description</b>  |
|   | The system should be compatible with 3 T MRI systems (minimum 400 Gauss line) since it will be used with other MRI systems in case of need/ emergency. Should be, antistatic, heavy frame & base with good quality casters with front brakes, with following features :   |
| 1.                                      | Three gas model viz. Oxygen, Nitrous oxide and Air.   |
| 2.                                      | Should be compact, ergonomic, easy to use and easy to maintain.   |
| 3.                                      | Should have separate fresh gas outlet for use in open circuit.  |
| 4.                                      | Machine should have flow meters for Oxygen, Nitrous oxide and air. Emergency Oxygen flush should be available. There should be facility to select oxygen-air or oxygen-nitrous oxide with the help of a separate switch or knob.  |
| 5.                                      | Flow sensing capability/pneumatic ventilator at inhalation and exhalation ports.  |
| 6.                                      | Should have paramagnetic/ galvanic cell oxygen sensors. In case of galvanic cell sensors, the firm should supply free sensors for the entire warranty period of 5 years. In case of Paramagnetic sensors, the firm shall ensure that there is no down time during repair of these sensors (if necessary) and provide a standby alternative. |
| 7.                                      | Shall have back-up Oxygen Control which provides an independent fresh gas source and flow meter control in case of failure.   |
| 8.                                      | Pressure regulators shall be of modular design.   |
| 9.                                      | Should have oxygen fail safe device & an auxiliary built in oxygen flow meter.  |
| 10.                                     | Electronic or Mechanical Hypoxic Guard to ensure minimum 25% Oxygen across all O <sub>2</sub> -N <sub>2</sub> O mixtures.   |
| 11.                                     | Oxygen Failure Warning by audible alarm should be provided.   |
| 12.                                     | The consumables like appropriate length of circuit, tubings, lines, etc should be provided for adults, Pediatric and neonates for a period of one year.   |
| 13.                                     | Facility of mounting minimum two Vaporizers, latest technology, key filler, selectatec type, tool free installation, meaning any vaporizer of our choice can be mounted at will with interlocking facility. It should be preferably of the same make as that of machine.  |
| 14.                                     | Temperature, pressure and flow compensated with high accuracy of delivered concentration of volatile Anesthetic agent. Should be maintenance free.  |
| 15.                                     | Vaporizers should be supplied (Sevoflurane).Two vaporizers will be preferred if available.  |
| 16.                                     | The Machine should have an Integrated Anesthesia Ventilator System, facility to vary respiratory parameters and should be able to ventilate adult and Pediatric patients including infants.   |
| 17.                                     | Ventilator/pneumatically controlled time cycled ventilator should have Controlled, Manual, Spontaneous modes.   |
| 18.                                     | Tidal volume (inspired and expired) respiratory rate, I:E ratio, minute volume Airway pressure & FiO <sub>2</sub> .   |
| 19.                                     | Should have Tidal volume and fresh gas compensation mechanism.  |
| 20.                                     | Tidal Volume (VT) 20-1500ml (Volume Control), Rate at least 4-80 BPM.   |
| 21.                                     | Inspiratory / Expiratory ratio (I :E) 2:1 to 1:6 & Peak Flow -100 to 120 L/min.   |
| 22.                                     | Ventilator should have at least 30min rechargeable battery backup for ventilator.   |
| 23.                                     | Machine should have an integrated breathing circuit with circle absorber of good  |

|     |  |
|-----|--|
|     | quality, easy to clean, autoclavable, fewer parts to reduce leaks.   |
| 24. | Machine should have mounting capability of One O <sub>2</sub> and one N <sub>2</sub> O pin-indexed cylinder. |
| 25. | Adult autoclavable (2 sets) breathing circuits & two pediatric circuit to be provided.                       |
| 26. | The Machine should be equipped with AGSS.  |
| 27. | All the accessories should be provided for 10 years.   |
| 28. | Anesthesia workstation should be CE & USFDA approved.  |

**Wiring System:**

- a) Light, Fan, 5 Amp Plug: 3 X 1.5 sq. mm copper conductor FRLS wire should be provided.
  - b) Power Plug (15 Amp): 2 X 2.5 + 1 X 1.5 sq. mm copper conductor FRLS wire should be provided.
  - c) Split AC wiring: 2 X 4 + 1 X 2.5 sq. mm copper conductor FRLS wire should be provided.
- Necessary electrical earthing facility is to be prepared.

# 1. 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:

## (a) QUALITY CERTIFICATION

Where ever appearing in the bid document, the "CE certificate" shall be read as: "CE mark for *conformité européenne*, (French for "European conformity").

## (b) WARRANTY

Unless specified otherwise, warranty shall always be for a period of one (1) year from the date of acceptance 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

## (c) MAINTENANCE

- a. CMC shall be as per the specification after the expiry of warranty, unless specified otherwise.
  - i) 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.
- b. Subject to (b) above, CMC services shall be provided at the site of the equipment, within the prescribed response time.

## (d) 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- 184 /2018, Dated-13.09.2018

|   |  |
|---|--|
| 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,<br>09XXXXXXXXXX | ✉: abc@abc.com, ☎:                             |
| Service Manager : Mr. XYZ,<br>09XXXXXXXXXX  | ✉: abc@abc.com, ☎:                             |

## 2. LIST OF RELATED SERVICES

### i) Incidental Services

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

- (a) Performance or supervision of the assembly, installation and/or start-up of the supplied equipments
- (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 equipments at the time of delivery
- (d) Successful tenderer shall be required to give an undertaking that suitable trained service engineers shall be posted at three places of West Bengal 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)
  - (i) The Purchaser/ Consignees/ Government of WB, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier at the contracted price.
  - (ii) The supplier shall visit each consignee 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 personnel, on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of commissioning of Equipment.

### ii) Availability of Spare parts

Suppliers shall ensure the availability of spare parts for 10 (ten) years. Inventory of the Spare parts required for 8 years.

## 5. INSPECTIONS AND TESTS

- a) The Vendor shall get the Goods inspected in the manufacturer's works by a competent authority and submit a test certificate and also a guarantee/warranty certificate that the Goods conform to laid down specifications.
- b) WBMSCL or its representative may inspect and/or test any or all item of the Goods to confirm their conformity to the Contract, prior to dispatch from the manufacturer's premises or at the port of entry.



## Section 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)

Date: .....

Bid Reference No.: \_\_\_\_\_ Schedule - \_\_\_\_

**Name of Contract:** Supply and Commissioning of *[Name of the equipment]* for the 3 Tesla MRI Machine at Hospitals and Medical Colleges of the Govt. of West Bengal

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

Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.: **WBMSCL/NIT-13/2020, Dated - 07.02.2020** 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:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
- b) The offered products are in accordance with the required specifications and technical requirements
- c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents. However, the prices quoted by us and accepted by WBMSCL shall hold good and remain valid for a period of **2(two)** year from the date of signing of the contract and no additional claims will be made on account of any price variation or fluctuation in market rates. The rate quoted shall remain binding upon us and may be accepted at any time before the expiration of **2(two)** year.
- d) If our bid is accepted, we will submit a performance security within 14 (fourteen) days of issuance of Award of Contract (AOC) in the prescribed format as given in the bid document.

- e) Our company has been incorporated in accordance with the laws of India and governed by them.
- f) Our Company have commissioned \_\_\_\_\_nos. of the offered model and providing necessary service support to the equipments.
- g) We have never been blacklisted by any Government Department/ Agency in India during the last 5 years.
- h) There is no adverse report against the equipment offered by us in any Govt. institution.
- i) 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.
- j) 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.
- k) We, if selected in the tender, will arrange to maintain 97% 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.
- l) The time for rectification of the equipment will not be more than 48 hours from the time of the complaint is lodged.
- m) In case the defective equipment is not put back to use beyond 72 hours, we will install alternative equipment for providing uninterrupted service.
- n) 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.....

## 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. 1,2,3,5,7 & 9 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 Document</u> |  |               |                    |        |
|--|--|---------------|--------------------|--------|
| Sl. No.  | Activity   | Yes/No/N<br>A | Page No in the Bid | Remark |
| 1  | PAN Card   |               |                    |        |
| 2  | 15 – digit Goods and Services Taxpayer Identification Number (GSTIN)   |               |                    |        |
| 3  | License from Government/ Statutory Authority as applicable<br>OR<br>Registration with the Registrar Of Companies, if applicable.   |               |                    |        |
| 4  | a) Manufacturing License (National/International).<br>(In case, manufacturing licence is not required / applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted)<br>b) Current registration as SSI (if any)   |               |                    |        |
| 5  | Performance Statement Form (For the period of last three calendar years ending December 2019 ) - Form 6 of Section V<br>Should be supported with documentary evidence (copy of work orders along with proof of payment received / installation certificate) that the bidder have supplied Medical equipment in Hospitals in India during the last 3 (three) Financial Years (FY) |               |                    |        |
| 6  | ISO certificate of the manufacturing factory   |               |                    |        |
| 7  | Income Tax returns for assessment year (2015-16, 2016-17, 2017-18 or 2016-17, 2017-18, 2018-19)  |               |                    |        |
| 8  | Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for, Acceptance of Terms and Conditions of NIT and its Amendments and Addendums thereto. (As per Form 1 of Section V).<br><i>Note: Technical evaluation of the bid will be taken up only after scrutiny of Form 1 (NIT Acceptance Form) duly notarized.</i>         |               |                    |        |
| 9  | Manufacturer’s Authorization (If applicable) as per Form   |               |                    |        |

|                | no. 5 of Section V   |            |                    |        |
|----------------|--|------------|--------------------|--------|
| 10             | List of installations & commissioning in India of offered model. (self declaration)  |            |                    |        |
| 11             | Satisfactory Performance Certificate from at least 3 (three) users of the quoted model / similar model in support of the satisfactory operation in India.  |            |                    |        |
| 12             | P/L & Balance sheet 2017-2018  |            |                    |        |
| 13             | P/L & Balance sheet 2018-2019  |            |                    |        |
| <b>BID - A</b> |  |            |                    |        |
| Sl. No.        | Activity   | Yes/No /NA | Page No in the Bid | Remark |
| 14             | Earnest Money Deposit (EMD) (Copy of receipt of online submission of EMD) and in the form of Bank Guarantee (BG)   |            |                    |        |
| 15             | Declaration of the bidder on letter head that "We agree to submit a copy of the Tender Documents and its Amendments and Addendums thereto duly initialed by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof."          |            |                    |        |
| <b>BID - B</b> |  |            |                    |        |
| Sl. No.        | Activity   | Yes/No/NA  | Page No in the Bid | Remark |
| 16             | Model of the equipment offered for (Self Declaration) with Technical Data Sheet  |            |                    |        |
| 17             | Compliance Sheet of the Technical Specifications (Form No. 4 of Section V) duly signed & stamped by Authorised signatory of the Manufacturing company  |            |                    |        |
| 18             | 2 sets of Brochure of the offered product / model.   |            |                    |        |
| 19             | CE ("Conformité Européene") Certificate & US FDA approval Certificate of the offered model (as applicable)<br>CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits   |            |                    |        |
| 20             | Self declaration by the Tenderer for agreeing that WBMSCL will do Quality Check by Third Party Agency, If required   |            |                    |        |
| 21             | Confirmation from manufacturer of the offered equipment that all the facilities exist in his factory for inspection and testing and these will be made available to WBMSCL or his representative, if inspection is considered necessary.                           |            |                    |        |
| 22             | Pre-requisites of installation like [Power (KVA, Phase, Hz) and any other requirement, if any].  |            |                    |        |
| 23             | Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2015-16, 2016-17, 2017-18 or 2016-17, 2017-18, 2018-19) (in INR) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 9</b> |            |                    |        |
| 24             | <b>Form 10:</b> Declaration of Quality Certification of Equipment (as applicable)  |            |                    |        |

# Form 3a: Consignee Receipt Certificate (CRC)



West Bengal Medical Services Corporation Ltd.

(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 the Consignee:   |  |
| 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 &amp; Office Seal of authorized representative of Consignees with date)</p> <p>[Name and designation of the signatory to be written capital letter]</p> |  |
| <p>.....</p> <p>(Signature &amp; 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)



West Bengal Medical Services  
Corporation Ltd.

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 bid document.

## 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,

1. Tools for maintenance
2. 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 equipments, 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 Yes  No

Signature :

Name (in Block):

Designation :

P.T.O. →

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

| 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.*

|  |                 |
|--|-----------------|
| <b>Countersigned by the head of the institute/ hospital:</b> |                 |
| 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)

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

Schedule No. \_\_\_\_ :

Make:.....

Model:.....

| <i>WBMSCL's Specification</i> | <i>Compliance</i> |
|-------------------------------|-------------------|
|                               |                   |
|                               |                   |
|                               |                   |
|                               |                   |

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

YES

NO

ANY DEVIATIONS MUST BE LISTED BELOW:

---

## Form 5: MANUFACTURER'S AUTHORIZATION FORM

*[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions in the bid document. 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 Manufacture. Such certificate is not required where Manufacturer is the Tenderer.]*

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 Tenderer]* 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 firm.

Authorised 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<br>(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 Tenderer

\_\_\_\_\_

Countersigned by and seal of Chartered Accountant \_\_\_\_\_

**Form 7: STATEMENT OF BREAKUP OF DUTIES AND TAXES  
(to be uploaded for each SCHEDULE)**

| Sl. No. | Type                      | Item description in BOQ  | Amount to be quote in INR/US dollar | Payment Mode (a)            | Duties & Taxes (b)                           |
|---------|---------------------------|--|-------------------------------------|-----------------------------|--|
| 1       | <b>(A) Imported Goods</b> | <p>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 - 3 Tesla MRI Machine - as per Form 7: PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD.</p> <p><b>(Rate to be quoted in USD)</b></p>                  | Amount to be quoted in USD          | Payment will be made in USD | Custom Duty & GST will be paid as applicable |
| 2       | <b>(B) Domestic Goods</b> | <p>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</p> <p><b>(Rate to be quoted in INR)</b></p> | Amount to be quoted in INR          | Payment will be made in INR | GST will be paid as applicable               |

|   |  |  |                           |                             |                |
|---|--|--|---------------------------|-----------------------------|----------------|
| 3 | <b>(C) Turnkey Work (site preparation including interiors)</b> | Turnkey Work (Site Preparation including Interiors and Air-conditioning)-<br><b>The quoted cost should be inclusive of GST</b> | Amount to be quote in INR | Payment will be made in INR | Not Applicable |
|---|--|--|---------------------------|-----------------------------|----------------|

Selection of the L1 bidder = [(A) + (B) + (C)]

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

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

(C) Turnkey Work (site preparation including interiors) mentioned at Sl. No. 3

**Form 8 (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 Tenderers should furnish the price of all the Consumables of the offered model in a separate sheet. If any Tenderer do not submit the price of any of the consumables, it will be presumed that those Consumables shall be supplied FREE OF COST by the Tenderer during Warranty & CMC period.

**Form 8 (b): PRICES FOR SPARES**  
**(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)* in India in medical equipment division during the last 3 Financial Years (2014-15, 2015-16, 2016-17 or ~~2015-16, 2016-17, 2017-18~~) (in INR) *(strike out which is not applicable)* is Rs. .... as per the Audited Accounts of the Organization.

Signature and seal of Chartered Accountant

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# Form 10: DECLARATION OF QUALITY CERTIFICATION OF EQUIPMENT

(To Be Notarised)

## AFFIDAVIT

I am the authorised 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:

1. That the device is in conformity with the requirements of the medical devices directive 93/42/EEC which apply to it.
2. That the above mentioned model of (Name of the Equipment) is CE (European Conformity) approved.
3. That the vendor company and /or supplier on whose behalf I am the authorised signatory admit the responsibility on the subject relating to the standard and safety of the equipment.
4. That the original copy/ photo copy of the CE certification of the offered model is enclosed and / or shall be subject to inspection on demand.
5. That the statements made in the above paragraphs are true to my knowledge and belief.

DEPONENT"



## 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:** \_\_\_\_\_ *[Name and Address of WBMSCL]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Tenderer]* (hereinafter called "the Tenderer") 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 guarantee. At the request of the Tenderer, 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 Tenderer is in breach of its obligation(s) under the bid conditions, because the Tenderer:

- (a) has withdrawn its Bid during the period of bid validity specified by the Tenderer 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 Tenderers.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer's Bid.

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.

\_\_\_\_\_  
*[Signature]*

## Section VI. Contract Forms

## Form 1: PERFORMANCE SECURITY

*[Insert: No Performance Security shall be requested or the bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
ITB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert legal name and address of WBMSCL]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*[signatures of authorized representatives of the bank and the Supplier]*

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<sup>1</sup> *The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely convertible currency acceptable to WBMSCL.*

<sup>2</sup> *Dates established in accordance with Clause 12 of the General Conditions of Contract ("GCG"). WBMSCL should note that in the event of an extension of the time to perform the Contract, WBMSCL would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, WBMSCL might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to WBMSCL's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*