## कलकत्ता पत्तन न्यास

ISO 9001:2000

## **KOLKATA PORT TRUST**



## **HALDIA DOCK COMPLEX**

Office of Medical Superintendent

P.O. - Haldia Township, Dist: Purba Medinipur, West Bengal, PIN-721607 Phone: +91 03224264068 FAX: +91 03224264722 E-mail: drpb@kopt.in



### **NOTICE INVITING TENDER**

## TENDER FOR SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF "COMPUTED RADIOLOGY (CR) SYSTEMS" AT PORT HOSPITAL, HALDIA DOCK COMPLEX

#### **SCOPE OF WORK:**

Sealed tenders are invited in two bid system i.e. Techno commercial bid and price bid from manufacturers/authorized dealers for supply, delivery, installation and commissioning of "COMPUTED RADIOLOGY (CR) SYSTEMS" (as per the Annexed Bill of Quantities) at Port Hospital, Haldia Dock Complex, Haldia.

## **PRE-QUALIFICATION CRITERIA OF BIDDERS:**

The intending bidders should submit photocopy of the following documents along with offer, otherwise their offer may be rejected:-

## 1. Credential:-

The prospective bidder(s) should submit credential for supply, delivery, installation and commissioning of Computed Radiology (CR) Systems to Private / Govt. Organizations / PSU amounting to total cumulative ordered value not less than Rs.5,38,000 (Rupees five lakhs thirty eight thousand) in any number of orders during the last five years (i.e. for the period 1.12.08 to 30.11.13) which should be substantiated by producing relevant purchase order copies along with any one or more of the following documents –

Certificate of execution / Goods Receipt Note / Excise Invoice / Tax Invoice / Consignment Note / Receipted challan copy / Satisfactory Inspection Report / Payment receipted documents or any other documents substantiating the proof of supply of materials to the satisfaction of the tender issuing authority.

- 2. Audited balance sheet and Profit & loss account statement duly certified by Chartered Accountant for the last 3 (three) financial years. Average annual financial turn over during the above mentioned period should be at least Rs. 2,69,000.00 (Rupees two lakhs sixty nine thousand). If due dates (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.
  - In case of the bidder is unable to submit audited accounts of the last financial year (in case of tender opening date falling after June ), due to non-completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company/firm for the previous year.
- 3. Valid authorised dealership certificate, issued by manufacturer, if applicable.
- 4. Copy of VAT Registration Certificate / Central Sales tax Registration Certificate (TIN).
- 5. Copy of up-to-date Professional Tax Payment Challan, if applicable.
- 6. Copy of the registration certificate with Central Excise Authority, if applicable.

#### **TENDER AUTHORITY**

The Medical Superintendent (Port Hospital), Medical division, Haldia Dock Complex P.O. Haldia Township, Dist. Purba Midnapur: 721607 Ph: 03224 265848 / 03224 264068, Fax No: 03224-264722 E – Mail id drpb@kopt.in

LAST	DATE	&	TIME	OF	27/12/2013 upto	DATE OF OPENING	27/12/2013 at
SUBMI	SSION O	F TH	E TENDER	١	3.00 PM.	PART-I	3.30 PM.

#### **COLLECTION OF TENDER DOCUMENT**

Tender papers (Non-transferable) will be available from the office of the Medical Superintendent (Port Hospital), Medical division, Haldia Dock Complex, P.O. Haldia Township, Dist. Purba Midnapore, West Bengal, PIN-721607; Ph. No-03224 265848 / 03224 264068; FAX No.-03224 264722 or may be downloaded from this Web Pages CLICK HERE >>>>

Tender document may be collected in person or by post on request with the undertaking that they meet the above stated Pre-Qualification Criteria.

#### **COST OF TENDER DOCUMENT**

#### **BY HAND:-**

By Hand, the Cost of Tender Papers: - Rs.300=00 (in cash) per set (non-refundable).

#### **BY POST:-**

Tender Papers will be issued by post on payment of Rs.400=00 per set (non-refundable) by Demand Draft of any Nationalised Bank of India drawn in favour of Kolkata Port Trust and payable at Haldia. Request for issue of Tender form must reach this office at least 7 (seven) days before the due date of tender opening, after which no tender paper will be issued by post. However Haldia Dock Complex, Kolkata Port Trust will not be responsible for loss of Bid Document or delay in postal transit.

#### BY DOWNLODING FROM OUR WEB SITE: -

Bidder downloading the tender document should submit the tender cost of Rs.300=00 separately by Demand Draft along with their offer otherwise their offer will be summarily rejected.

LAST DATE FOR COLLECTION OF BID DOCUMENTS IN PERSON	27/12/2013 up-to 1-00 p.m.
EARNEST MONEY DEPOSIT	Rs. 4500.00 ( Rupees four thousand five hundred only )
TIME OF COMPLETION	Mentioned in the tender document.

#### **OTHER INSTRUCTIONS**

- 1. Tender paper will be issued on any working days of HDC from 10.00 A.M. to 1.00 P.M. up to
- 2. Sealed Tender may be submitted either by Post or by the tenderer himself within the specified date and time of submission after which no tender shall be accepted.
- 3. HDC will not be responsible in any way for postal delay. HDC/KoPT reserves the rights to reject all tenders or to accept any tender in whole or part without assigning any reason thereof.
- 4. Mere issue of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
- In case there is an unscheduled HOLIDAY / BANDH / STRIKE on the prescribed last date of issue, submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same.
- 6. Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.
- 7. The bidders who are downloading the tender document from our web site may collect any other information in person or by post from the office of the Medical Superintendent (Port Hospital), Medical division, Haldia Dock Complex, P.O. Haldia Township, Dist. Purba Medinipur: 721607.
- 8. The Trustees do not bind themselves to accept the lowest or any tender. They reserve the right to reject or to accept the tender in whole or in part without assigning any reason thereof.
- 9. For other details the tender document may please be seen.

## FORM - A

## DECLARATION OF TENDERER FOR DOWNLOADING THE TENDER DOCUMENT

## \*\*COMPLETE THIS FORM AND SUBMIT IT ALONG WITH YOUR EARNEST MONEY\*\*

## Medical Superintendent, Haldia Dock Complex

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

Haldia Dock Complex	
Tender No.	
Name of work / Item Description:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF COMPUTED RADIOLOGY (CR) SYSTEM AND THEIR COMPREHENSIVE MAINTENANCE CONTRACT FOR FIVE YEARS.
Name	
Address:	
Contact Person Name:	
Phone: Fax: E-Mail Address:	
Have you studied the Pre-Qualification requirement of the selected tender?	
Is the company having valid CST / VAT Registration Certificate?	YES / NO
Is the company having valid PTPC?	YES / NO
Is the Company meeting the pre-qualifying criteria mentioned in the NIT?	YES / NO
Do you confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer?	YES / NO
Do you confirm that the hard copy of tender being submitted is Identical to the one downloaded from our web site? In case the same is found altered / modified in any way, your offer shall be rejected forthwith and you may be barred from participating in future tender.	YES
I / we agree to submit the copies of pre-qualification documalong with our offer. I / We undertake and confirm that Qualification documents with our offer or the documents acceptable to HDC, our tender shall be rejected by HDC without the copies of pre-qualification documents and confirm that acceptable to HDC, our tender shall be rejected by HDC without the copies of pre-qualification documents.	in case we do not submit these Pre- are not found in order by HDC / not

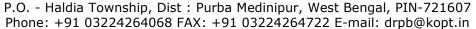
Signature of the Tenderer of Office Seal

## कलकत्ता पत्तन न्यास

## KOLKATA PORT TRUST इल्दिया गोदी परिसर

### **HALDIA DOCK COMPLEX**

Office of Medical Superintendent





No.MED/003/X-RAY/13-14/813	Dt.02/12/2013
Dear Sir(s),	

SUB: TENDER FOR SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF "COMPUTED RADIOLOGY (CR) SYSTEMS" AT

PORT HOSPITAL, HALDIA DOCK COMPLEX

REF: TENDER NO. MED/003/X-RAY/13-14/813 dated 02/12/2013

With reference to the subject cited above, sealed offers are invited on behalf of Haldia Dock Complex, Kolkata Port Trust on two-part basis for supply, delivery, installation and commissioning of "COMPUTED RADIOLOGY (CR) SYSTEMS", in accordance with the Trustee's sanctioned General Conditions of Contract (1993), attached Terms and conditions of Tender, particular specifications and detailed Bill of Quantities. The above-mentioned General Conditions of Contract may be seen at the HDC's website <a href="https://www.haldiadock.gov.in">www.haldiadock.gov.in</a> or at the office of the undersigned on any working day before quoting for the tender.

## **TENDER GUIDE LINES:**

LAST DATE AND TIME OF RECEIPT OF BID

:- Up to 3.00 P.M on 27/12/2013

DATE AND TIME FOR OPENING OF TENDER i.e. EARNEST MONEY AND TECHNO COMMERCIAL BID (IN PRESENCE OF REPRESENTATIVE OF BIDDERS)

:- At 3.30 P.M on 27/12/2013

TENDER TO BE SUBMITTED AT THE ADDRESS

:- Office of the Medical Superintendent (Port Hospital), Medical division, Haldia Dock Complex, P.O. Haldia Township, Dist. Purba Medinipur, West Bengal, PIN-721607.

## 1. EARNEST MONEY:-

- **1.1** Earnest Money of Rs. 4500 (Rupees four thousand five hundred only) shall be deposited by Demand Draft of any Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Haldia.
- **1.2** Earnest Money in the form of Demand Draft shall be submitted in a SEPARATELY SEALED ENVELOPE marked "EARNEST MONEY" and super scribed with the title of the work, Tender No., Bidder's identity, etc.
- 1.3 TENDER SUBMITTED WITHOUT REQUISITE EARNEST MONEY WILL NOT BE OPENED AND ARE LIABLE TO BE REJECTED.
- **2.0** TENDER COST AND DECLARATION BY BIDDER FOR PARTICIPATION WITH DOWNLODED TENDER DOCUMENT.

Bidder downloading the tender document should submit the tender cost of Rs.300/- separately by D.D. and **`DECLARATION'** as given in the FORM – A, along with their offer otherwise their offer will be summarily rejected.

#### 3.0 MODE OF SUBMISSION OF BID :-

- 3.1 All covering letters and information to be included in the Bid shall be submitted in duplicate along with the Bid itself.
- 3.2 The Bid shall be submitted in three separately sealed envelopes. Bidders are requested to strictly adhere to the guidelines while preparing and submitting their Bids. Flaws such as improper marking of envelopes, non-inclusion of required documents and enclosing documents in the wrong envelopes may lead to rejection of the Bid.
- 3.3 The three sealed envelopes shall be filled in and marked in accordance with the instructions.

#### 3.4 ABOUT ENVELOPE :-

[Envelope-1 and Envelope-2 together constitute Part-1 of the Bid. Envelope-3 is Part-II of the Bid]

3.5 ENVELOPE-1: Earnest Money + Cost of the Tender Paper + Declaration in FORM- A.

#### A) Contents:

- i) Earnest Money in form of Money Receipt of HDC or Demand Draft.
- ii) Cost of the Tender Paper in Demand Draft only.
- iii) Declaration in FORM A.

#### B) Marking:

- i) Mark "EARNEST MONEY etc.", the name of the work and the bid number in Block Capital Letters at the top of the envelope.
- ii) Write the Full Name, the Postal Address and the Telephone /Fax /E-Mail Address of the Bidder at the bottom left portion of the corresponding envelope.
- 3.6 ENVELOPE-2: Technical and Commercial Offer without price quotation.

#### A) Contents:

- i) One copy of the tender document marked 'ORIGINAL' complete in all respect, with the Bidder's Signature and Official Seal on every page.
- ii) Unequivocal acceptance of the terms and conditions stipulated by Haldia Dock Complex in the tender documents.
- iii) 'Declaration of the Bidder' complete in all respects, including the section on "BANNED AND DELISTED CONTRACTORS" with the Bidder's Signature and Seal affixed.
- iv) Duly filled in Pro-forma of Bill of Quantities FOR TECHNO-COMMERCIAL BID, duly signed and stamped. [Prices are NOT to be filled in this Part].
- v) All Documents / Certificates required as per relevant Tender stipulations.
- vi) Any additional documents containing Technical / Commercial Information etc. that the Bidder may wish to furnish.

#### B) Marking:

vii) Mark "TECHNO-COMMERCIAL BID", the name of the work and the bid number in block capital letters on the top. Write the full name, the postal address and the Telephone / Fax / E-mail Address of the Bidder on the lower left portion of the envelope.

#### 3.7 ENVELOPE-3: Priced Bill of Quantities [ Part-II Bid]

#### A) Contents:

i) Bill of Quantities for PRICE BID, duly filled in, signed and stamped. Bidders must not state any terms and conditions in this part. If Bidders consider inclusion any such condition to be essential, the conditions may be sated in Part-I of the Bid, but must be restricted to that part alone.

#### B) Marking:

- i) Mark "PRICE BID", the name of the work and the bid number in block capital letters on the top.
- ii) Write the full name, the postal address and the Telephone/ Fax/E-mail Address of the Bidder at the bottom left portion of the envelope.

#### PAGE NO. 3

- 4.0 OPENING OF BIDS :-
- 4.1 Techno- Commercial Bids (Part-I) will be opened on the date and time mentioned earlier, at the office of the undersigned. Any Bidder who wishes to be present at the time of opening may do so. Of the two envelopes submitted by the Bidders in Part-1, the Earnest Money envelope will be opened first. If it is found that requisite Earnest Money has not been submitted in the right form, the second envelope i.e. the Techno-Commercial Bid will not be opened.
- 4.2 Price Bids of only those eligible bidders whose Part-I Bids are complete and in order shall be opened in presence of Bidders or their authorized representatives on time and date to be intimated later separately.
- 4.4 Ko. P. T. reserves the right to reject any or all bids and also to accept any tender in part or, full without assigning any reason thereof.
- 4.5 Bids received after the stipulated date and time due to any reason whatsoever will not be considered. Ko. P. T. will not be responsible for the loss of the Bid Document or, for the delay in postal transit.
- 4.6 In case there is an unscheduled Holiday / Bundh / Strike on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same. In this regard, decision of the undersigned will be final.

Thanking you, Yours faithfully,

Medical Superintendent Haldia Dock Complex

#### **Enclosures: -**

- EARNEST MONEY/MODE OF SUBMISSION/ ABOUT ENVELOPE/OPENING OF BIDS.
- 2. TERMS AND CONDITIONS OF THE TENDER
- 3. DECLARATION OF THE BIDDER
- 4. BILL OF QUANTITIES (UN-PRICE BID) ANNEXURE-A
- 5 BILL OF QUANTITIES (PRICE BID) ANNEXURE-B

## **Terms and Conditions of Tender**

#### 1.0 GENERAL:

- 1.1 The Terms and Conditions of Tender shall be read <u>in conjunction</u> with the General Conditions of Contract, Bill of Quantities and other documents forming part of this Contract.
- 1.2 The Contract will include the Ko.P.T.'s Bid Documents together with the General Conditions of the Contract and the Bidder's offer as finally accepted by the Ko.P.T. together with Addenda, if there be any.
- 1.3 In case of any dispute, question or, difference, either during the execution of the Contract or, at any time, regarding any matter connected to or, arising out of this Contract, the decision of the Medical Superintendent pertaining to the issue of contention shall be final and binding upon all the concerned parties.
- 1.4 The Contract shall be governed by all relevant Indian Acts, applicable only within the jurisdiction of the High Court at Kolkata.
- 1.5 The Trustees is not bound to accept the lowest or, any Tender and reserves the right to accept a Tender in full or, in part, without assigning any reason thereof.
- 1.6 The Tender shall remain open for acceptance for a period of **three (3) months** from the date of opening of the same. If, before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or, withdraws his tender, the Earnest Money deposit shall be liable to forfeiture at the option of the Trustees / Sanctioning Authority.
- 1.7 Unsuccessful Bidders will be informed in writing after processing of the Tender has been completed regarding release of the Earnest Money. The Earnest Money will be refunded to the unsuccessful Bidder without any interest.
- 1.8 The Earnest Money of the successful Bidder will be retained and converted into a part of the Security Deposit.
- 1.9 The successful tenderer shall have to deposit such further sum as to make the total amount equal to 5% of the total value of the contract within thirty (30) days of the date of acceptance of tender, failing which the Trustees reserves the right to cancel the acceptance and forfeit the Earnest Money. The Security Deposit shall have to be deposited in cash or by Demand Draft of any Nationalized Bank of India drawn in favour of "Kolkata Port Trust" payable at Haldia by the successful tenderer.
- 1.10 If the Contract value aggregates to Rupees One Lakh and above, the Bidder may offer a Bank Warrantee in the Trustees' prescribed pro-forma (contained in the General Conditions of Contract) from any Nationalized Bank of India having a branch at Haldia or, in Kolkata in lieu of the Security Deposit.
- 1.11 The Security Deposit shall be refunded without any interest after execution of the order and expiry of the warrantee period.
- 1.12 In the event of the Supplier failing to execute the Order within the stipulated time without sufficient reasons acceptable to the Trustees, Security Money may be forfeited and the Order may be cancelled.

### 2.0 **SCOPE OF WORK:**

- 2.1 The work comprises supply, delivery, installation and commissioning of "COMPUTED RADIOLOGY (CR) SYSTEMS" as specified in the Bill Of Quantities at Port Hospital, Haldia Township, Purba Medinipur as per the directives of Medical Superintendent of Haldia Dock Complex.
- 2.2 The scope also comprises comprehensive maintenance contract for a period of five years after expiry of the warrantee period.

## **Terms and Conditions of Tender**

### 3.0 **INSTRUCTIONS FOR FILLING UP OF BIDS:**

- 3.1 The Bids can be submitted only in the name of the party in whose name the Bid Documents had been issued.
- 3.2 Bidders are advised to visit Port Hospital, Haldia Dock Complex in order to familiarize themselves thoroughly with the site conditions, existing road facilities etc. prior to submission of their Bids.
- 3.3 Non-adherence to the guidelines suggested above will not, in any way, relieve a Bidder from any of their obligations in performing the work in accordance with this Tender Document within the quoted rate. Each figure should be stated both in figures as well as in words. In the event of a discrepancy, the following procedure shall be adopted to arrive at the final figure:
- a) When the rate given in figures differs from the rate stated in words, the rate which corresponds to the amount quoted by the Bidder shall be taken as correct.
- b) When the amount for an Item has not been worked out by the Bidder or, it does not correspond to the rates written either in words or, in figures, the rate quoted in words shall be considered to be the correct one or the amount shall be computed accordingly.
- c) When the rate quoted by the Bidder in words matches with the rate quoted in figures, but the amount has not been calculated correctly, then the rate quoted by the Bidder shall be taken to be correct and the amount shall be computed accordingly.
- 4.0 The rates should be written in clear and legible characters and free of erasures. Corrections, if any, are to be effected by striking a single line through the incorrect figure and writing the correct figure nearby in firm, legible characters. All corrections must be signed / initialed by the Bidder.
- 5.0 The Bidder should sign the **'DECLARATION OF THE BIDDER'** to imply their unequivocal and unconditional acceptance of all the terms and conditions, and return the same along with their offer.

#### 6.0 **PRICING OF BIDS**

- 6.1 Bidders must quote for the equipment subject to Comprehensive Maintenance Contract Charges prescribed in the tender document, failing which the offer will be summarily rejected.
- 6.2 Rate should be quoted F.O.R. Port Hospital / i.e. on free delivery basis at Port Hospital's Store at the Haldia Dock Complex including installation and commissioning.
- 6.3 Quoted Price(s) should remain firm till the equipment(s) is/are commissioned. No price escalation will be admissible other than statutory increase in Taxes & Duties etc. against documentary proof.
- 6.4 The bidder should give the details of Excise Duty, Sales Tax, VAT, Packing, Forwarding and other charges, as applicable; in the techno-commercial bid showing percentage-wise break up of above cost elements.
- 6.5 Orders may be placed on the lowest bidder(s) quoted against the tendered item, subject to the fulfillment of all other necessary Tender Conditions. Under any circumstances tender terms and conditions shall never been altered.
- 6.6 <u>Please note that KoPT does not provide any concessional Sales Tax declaration</u> Form.

## **Terms and Conditions of Tender**

## 7.0 **EVALUATION CRITERIA:**

Evaluation will be made on the minimum total amount quoted inclusive of all on F.O.R HDC's Port Hospital at Haldia basis, subject to the fulfillment of necessary Tender conditions - amongst techno – commercially acceptable offers.

## 8.0 **INSPECTION AND TESTING:**

Trustee's authorized person (Representative of Medical Division, H.D.C) shall do the inspection after supply and commissioning of the equipment.

The equipment supplied by the supplier should strictly conform to the laid down specifications of the tender/order. If necessary, the equipment may be tested by the Trustee's own arrangement or by Government Test House / laboratory. If found inferior to the laid down specifications of tender/order, the equipment will be rejected in whole or in part and supplier shall be debited with the cost of the test and the rejected equipment shall have to be replaced by the supplier at his own cost, risk and responsibility.

## 9.0 **REJECTION OF EQUIPMENTS:**

Notwithstanding the inspection and passing of the equipment(s) by the Trustee's Authorised Person, any equipment found at the time of delivery to be defective and not conforming to the relevant specification, is liable to be rejected and the Supplier shall replace the same at his cost and arrangement at the earliest. Rejected equipments shall be at the Supplier's risk. They must be collected from the Port Hospital / Site within a fortnight from the date of rejection. If the supplier fails to remove the rejected equipments, the Trustees shall have the right to dispose of the same and the Supplier shall have no claim over the Trustees in respect of the said rejected equipments.

#### 10.0 **NON RESPONSIVE OFFER:**

An offer shall be considered non-responsive for the following reasons.

- i) Received after the date and time specified in the tender.
- ii) 4 (four) months validity from the date of opening of Bid not indicated / agreed.
- iii) Bid documents not signed, sealed and submitted in the manner indicated in the Bid Documents.
- iv) Not in accordance with / deviation from the tender documents.
- v) Your non acceptance with our prescribed rates towards the COMPREHENSIVE MAINTENANCE CONTRACT, as detailed in ANNEXURE-A.
- v) In addition to above, a bidder may be disqualified if:

  The bidder provides misleading or false information in the statements and documents submitted.

## 11.0 **DELIVERY PERIOD:**

- i) Full delivery, installation and commissioning of the ordered item should be completed by the supplier at their own cost, risk and responsibility within 90 days from the date of receipt of the order, which will include the following.
- a) If the successful bidder(s) require(s) WAY BILL to execute the supply, in that case 10 days time would be required from the date of receipt of the bidder's request letter for issuance of WAY BILL by HDC to the date of receipt of WAY BILL by them from HDC.
- b) Any delay beyond the above stated time period on account of HDC will be considered for non-imposition of L.D. provided the bidder submits documentary evidence to substantiate the same.

## **Terms and Conditions of Tender**

## 12.0 **DESPATCH ARRANGEMENTS**:

The successful Bidder must make his own arrangements for supply, delivery, installation and commissioning of all equipments, at Port Hospital. The responsibility for preventing damage/deterioration to the equipments during transit, delivery, installation and commissioning at the designated point shall rest with the Supplier.

All transit risk will be to supplier's account. The Bidder must send advance intimation to the Medical Superintendent as to the proposed date(s) of delivery of each and every installment of supply together with a list showing quantity and particulars of the material in the consignment. Equipments will not be accepted if not accompanied by the authorized representative along with proper Delivery Challan, Inspection / Test Certificate, Warrantee Certificate and other related documents. Delivery of equipments will not be accepted on **Saturdays, Sundays and Port Holidays**. No lorry shall be permitted into the protected area during night-time. Detention of Lorries, if any, will be on supplier's account. The authorized representative of the Bidder must be present at the time of delivery. Inspection of the equipments shall be done by Trustee's authorized person together with Supplier's representative.

## 13.0 **RISK PURCHASE CLAUSE:**

In case of default in supply or, failure to deliver as per correct specification or the approved quality within the time stipulated, Trustees is entitled to purchase the Items from any other source at the risk, cost and expense of the supplier (Successful Tenderer). In case of Risk Purchase, extra cost will be borne by the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved.

In case of Supplier's failure and at the absolute discretion of the Medical Superintendent the work may be ordered to be completed by some other agency at the risk and expense of the supplier after a minimum three days' notice in writing has been given to the supplier by the Medical Superintendent or, his representative.

#### 14.0 **PACKING**:

Suppliers shall be responsible for proper packing and delivery of equipments in good condition. Equipments shall be packed properly by the supplier at his own cost for protection against damage, loss, leakage, breakage etc.

## 15.0 **PAYMENT:**

## 15.1 Payment for supply, delivery, installation commissioning of Hospital Equipments:-

**95%** Payment, at the **quoted** rate, will be made on the basis of supply, delivery, installation and commissioning of the equipments as per specification and satisfactory acceptance of the Authority against an order. Payment will be made **to your Bank Account through ECS within 30 (thirty) days** of receipt of satisfactory acceptance note of supply, delivery, installation and commissioning and on submission of clear bill. The bills should be submitted in quadruplicate to Medical Superintendent's office with necessary documents in original.

## **Terms and Conditions of Tender**

## 15.2 Payment for Comprehensive Maintenance Contract:

Payment will be made towards Comprehensive Maintenance contract charges yearly through BANK ECS in **two installments** i.e. 50% after expiry of six months and satisfactory service and rest 50% after completion of another six months subject to satisfactory service.

## 16.0 **WARRANTEE:**

The equipments, with all accessories and attachments, shall have to be warranted by the supplier against manufacturing defects or poor performance from the date of acceptance for a period of **12 months** or manufacturer's warrantee period, which ever is higher. If any defect, whatsoever, develops during the **Warrantee Period**, the defective equipments will have to be replaced / rectified, as the case may be, **by the Bidder at his own cost**.

#### 17.0 **LIQUIDATED DAMAGES:**

In the event of failure to execute the Contract within the stipulated date or, such extension thereof as may be allowed by the **Medical Superintendent** in writing, the supplier shall be required to pay, as compensation to the Trustees (Liquidated Damage), and not as penalty, @ ½% for every week's delay in supply (part of a week will be treated as a full week), provided always that the amount of such compensation under the provision of this clause does not exceed **10%** of the landed cost of the equipment. Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from the money due or, likely to become due to the supplier. The payment or, deduction of such damages shall not relieve the supplier from his obligations to complete any other liabilities and obligations under the contract. In case of supplier's failure and at the absolute discretion of the **Medical Superintendent**, the work may be ordered to be completed by some other agency at the risk and expense of the supplier after a minimum of three days' notice in writing has been given to the supplier by the **Medical Superintendent** or, his representative.

## 18.0 <u>COMPREHENSIVE MAINTENANCE CONTRACT & TERMS AND CONDITIONS OF AFTER SALES SERVICE:</u>

- 18.1 The Maintenance Contract shall be comprehensive in nature. The rate should be valid for 5 (five) years. For Comprehensive Maintenance Contract (CMC), shall include all charges/costs towards repair/replacement of defective components/parts at his own risk and responsibility. He must attend any number of breaks down calls whatsoever occurs during the CMC period apart from the quarterly preventive maintenance services.
- 18.2 Equipments and its accessories will be under the CMC and will be carried out by the authorised persons of OEM / authorised dealers / agents.
- 18.3 Component / spares parts are to be replaced by OEM spares only.
- 18.4 The break-down call must be **attended within 48 hours** from the time of reporting of break down call by Fax / e-mail. The equipment must be commissioned on the day of attending the break down call. In case of major breakdown/failure, the same may be repaired / replaced within a period of 10 days without imposition of any compensation if MS (Port Hospital) feels it reasonable and justified, failing which compensation will be imposed as follows:-

## TENDER NO: MED/003/X-RAY/13-14/813 dated 02/12/2013 Terms and Conditions of Tender

- 18.5 In the event of failure to commission the equipment within the stipulated date or, such extension thereof as may be allowed by the **Medical Superintendent** in writing, bidder shall be required to pay, as compensation to the Trustees (Liquidated Damage), and not as penalty, @ 1/2% for each day's delay in commissioning of the equipment (part of a day will be treated as a full day), provided always that the amount of such compensation under the provision of this clause does not exceed 10% of the respective yearly CMC value in addition to non payment of daily charges for those days. Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from the money due or, likely to become due to the bidder. The payment or, deduction of such damages shall not relieve the bidder from his obligations to complete any other liabilities and obligations under the contract. In case of bidder's failure and at the absolute discretion of the Medical **Superintendent**, the work may be ordered to be completed by some other agency at the risk and expense of the bidder after a minimum of three days' notice in writing has been given to the bidder by the **Medical Superintendent** or, his representative.
- 18.6 **Preventive Maintenance** must be done **quarterly**. In case the preventive maintenance is not done within the scheduled month, then unless extension is allowed by the Medical Superintendent in writing, above noted clause No. 18.4 will be invoked.
- 18.7 In case the equipment or its accessories are required to repaired outside the premises of Port Hospital, Haldia Dock Complex, then
  - a) The bidder shall indemnify (on the non-judicial stamp paper) the Ko.P.T and every members, Officers, employees and equipments of KoPT against all actions, proceedings, claims, costs, expenses whatsoever in respect of or arising out of any failure by the bidder in the performance of his obligation under the contract.
  - b) The bidder must provide Ko.P.T, Haldia Dock Complex with an Indemnity Bond (on due non-judicial stamp paper) for keeping Ko.P.T's Hospital Equipments/ accessories (as per quantity mentioned in relevant Challans / delivery notes / documents) in safe custody and in correct quantity and quality till delivery at the specified stores/ delivery point of Ko.P.T, H.D.C and handing over the same to the authorized Store-in-Charge of the specified store/ delivery point of KoPT, HDC. **A Format of Indemnity Bond is enclosed.**
- 18.8 The bidder will have to indemnify through **INDEMNITY BOND** to the effect that equipment(s)/ its parts are to be brought back in commission at his/her own risk and responsibilities without any extra cost to be borne by HDC.
- 18.9 The bidder will have to make an interim alternative arrangement against such equipment, taken for repair outside, till the commissioning of the Original Equipment is made.

#### 19.0 **FORCE MAJEURE:**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term "FORCE MAJEURE" as employed herein shall mean Acts of God, Earth-quake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub-Contractors. Upon occurrence of such cause and upon its termination, the party claiming that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.

## TENDER NO: MED/003/X-RAY/13-14/813 dated 02/12/2013 <u>Terms and Conditions of Tender</u>

## 20.0 BANNED OR DE - LISTED CONTRACTORS:

Bidders must give a declaration to the effect that they have not been banned or, delisted by any Government or, quasi - Government agency or, PSU. If a Bidder has been banned / de-listed by any Government or, quasi -Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno-Commercial Bid. Incorrect declaration or, suppression of facts will lead to rejection of the Offer.

#### 21.0 **SPECIAL TERMS AND CONDITIONS:**

- 21.1 In case, authorized dealer participates in the instant tender they will have to obtain an undertaking from the OEM to the effect that OEM will be under obligation to render all requisite services towards the Comprehensive Maintenance Contract (CMC) of the equipment either by himself or through any of his authorized service agents.
- 21.2 In case the OEM himself participates in the instant tender he may like to enter into Five year Comprehensive Maintenance Contract after expiry of the warrantee period either himself or he may like to depute / authorize his dealer / agent to enter into Five year Comprehensive Maintenance Contract who has the requisite facilities to carry out the same.
- 21.3 Equipment must be calibrated before supply and commissioning. Yearly calibration will have to be carried out by the bidder at their own cost, risk and responsibilities.
- 21.4 Necessary training is to be imparted to HDC's personnel (minimum 5 persons for each equipment) as nominated by MS (Port Hospital) at the supplier's own cost, risk and responsibilities, free of cost, at HDC's Port Hospital, Haldia Township, Purba Medinipur.
- 21.5 The bidder must make his own arrangement for installation and commissioning of equipments. HDC will not provide any labour or any assistance except power supply.
- The bidder will have to submit the list of consumables at the time of submission of bid. During the warrantee and CMC period the bidder will have to provide OEM's upto date Price list for the said consumables.

### 22.0 **WORKMEN COMPENSATION:**

The successful bidders must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.

## 23.0 **DECLARATION:**

I / we have carefully read and understood the special Terms and Conditions, Terms and Conditions of tender, specification of equipments and other details set out in the tender document. I / we confirm that all laid down Terms and Conditions have been accepted by me / us and I / we agree that I / we shall be bound by the said Terms and Conditions of Ko.P.T., HDC.

Date :	Signature of Tenderer with Office Seal
Place :	Name:
	Address:
	Phone:
	Fax:
	E-mail:

## **Terms and Conditions of Tender**

## **DECLARATION OF THE BIDDER**

## Medical Superintendent Haldia Dock Complex

I / we have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. I / we hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the Tender and at the rates and prices set out in the annexed Bill of Quantities within the time period as stated in the Tender. In the event of our Tender being accepted in full or, in part, I / we also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the Tender together with the acceptance thereof in writing by or, on behalf of the Trustees shall form the Contract.

I / we have deposited the requisite Earnest Money with the Trustees' Manager (Finance), Haldia Dock Complex.

I / we agree that the period for which the Tender shall remain open for acceptance shall not be less than 3 (three) months.

[Please strike out the alternative which is not applicable in your case out of the following two and initial the same.]

- (a) I / we hereby declare that I / we have not been banned or, di-listed by any Government or Quasi-Government Agency or Public Sector Unit.
- **(b)** I / we hereby enclose the details of any ban / de-listment imposed on my / our agency by any Govt. / Quasi Govt. Agency or, PSU.

Date :	Signature of Tenderer with Office Seal
Place :	Name:
	Address:
	Phone:
	Fax:
	F-mail:

Tender Ref. No.: MED/003/X-RAY/13-14/813 dated 02/12/2013

**TECHNO-COMMERCIAL BID** 

**Annexure: A** 

(To be filled in Duplicate)

## **BILL OF QUANTITIES**

To be submitted along with the Techno-commercial Bid (Envelope-2)

Sub: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF "COMPUTED RADIOLOGY (CR) SYSTEMS AND THEIR COMPREHENSIVE MAINTENANCE CONTRACT FOR FIVE YEARS TO PORT HOSPITAL, HALDIA DOCK COMPLEX

SI · N o	Name and Description	Unit	Quantity	If your offer exactly match with our specification, write 'YES' & give your technical details & specify make / brand.
1.	COMPUTED REDIOLOGY (CR) SYSTEMS (As per detailed specification elaborated at Annexure-I)	No.	ONE	

2.	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR FIVE YEARS												
	Name of the equipment	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	4 <sup>th</sup> year	5 <sup>th</sup> year	If you accept with the COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT for five years, write 'AGREED'						
	COMPUTED RADIOLOGY (CR) SYSTEMS	7% of the landed cost of the equip ment	7% of the landed cost of the equip ment	7% of the landed cost of the equip ment	10% of the lande d cost of the equip ment	10% of the landed cost of the equip ment							

## **Break up of Taxes / duties :-**

Taxes/ Duties	Whether inclusive/exclusive	If applicable, indicate the rate in %			
Excise Duty					
Educational Cess					
CST / VAT					
Other Taxes, if any					

Date:-

Place :-

**Signature & Office Seal of Tenderer** 

Tender Ref. No.: MED/003/X-RAY/13-14/813 dated 02/12/2013

**Annexure: B** 

## SCHEDULE OF RATE AND BILL OF QUANTITIES (Part-II)

**PRICE BID** 

The rate should be quoted in figure as well as words (without any corrections and overwriting) as stated in this schedule and the same should be filled in and signed by the tenderer and submitted along with the tender failing which his offer may be liable to rejection.

Sub: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF "COMPUTED RADIOLOGY (CR) SYSTEMS AND THEIR COMPREHENSIVE MAINTENANCE CONTRACT FOR FIVE YEARS TO PORT HOSPITAL, HALDIA DOCK COMPLEX

SI. No.	Name and Description	Unit	Qty.	Unit rate on F.O.R upto HDC's Port Hospital at Haldia basis (In Rs.)	Landed cost (In Rs.)
1.	COMPUTED RADIOLOGY (CR) SYSTEMS	No.	ONE		

(Landed	cost	=	cost	of	the	equipment	inclusive	of	taxes,	duties,	delivery	charge,
installati	on and	d co	ommis	ssio	nina	charge)						

Date:-Place:-

**Signature & Office Seal of Tenderer** 

## SPECIFICATION OF EQUIPMENT FOR THE EQUIPMENT MENTIONED IN SCHEDULE OF REQUIREMENT

Computed Radiology must be a state of the art system manufactured by a reputed brand or manufacturer adhering to following specifications. CR system should broadly comprise of following modules / components.

- a) Image recording system (cassettes & reading plates)
- b) Image reading system (reader / digitizer)
- c) Identification & CR processing workstation.
- d) Dry imager.

# Image recording system (cassettes & imaging plates). The following sizes of radiography cassettes along with image places should be supported by 7 the unit.

- a. 35 cm X 43 cm or 14" X 17" : 2 nos.
- b. 24 cm X 30 cm or 10" X 12" : 1 no.
- c. 18 cm X 24 cm or 8" X 10": 1 no.

## 2. Image reader (CR reader / digitizer)

- a) The CR reader / digitizer should be able to process 65 image plates / hr or more of the largest size cassette.
- b) CR reader / digitizer must be able to handle phosphor image plates. CR reader capable of handling latest Dual sixe / needle / structured / columnar image plates will be preferred.
- c) It should have a resolution of 6 pixel / mm (minimum) for a standard resolution cassettes and10 pixel/mm (maximum) for high resolution cassette reading.
- d) Gray scale resolution: CR reader / digitizer should have a minimum resolution of 12 bids / pixel for images sent to CR processing station.

### 3. Identification Station & processing server

- a) The processing station must have 4 GB DDR 3 RAM, at least 2 X 500 GB HDD in RAID configuration and 19 inch clinical grade monitor. ( 3<sup>rd</sup> generation ). The PC hardware and monitors must be from reputed brands like DELL and HP or equivalent. The monitor should have a wide viewing angle and it should be clinical grade monitor with at least 1.3 MP resolutions.
- b) Processing server capable of identification of patient demographics to the acquired images will be preferred, else a separate identification station must be provided.
- c) The server and / or ID station must be DMWL (DIACOM modality work list) compliant to access patient and study data from HIS or RIS.
- d) It should provide display of acquired images with greater details of demographics viz. patient / study listing for easy access.
- e) The server must provide full amount of post processing features viz. geometric corrections, window level algorithms, annotation like markers, predefined text, drawing lines and geometrical shapes, multi-scale image processing, measuring distance and angles, shuttering, histograms, zoom, grey scale reversal, edge enhancement, noise reduction, indication of gray scale saturation level, latitude reduction etc.
- f) It should facilitate full fledged DICOM printing and should be able to print multiple formats of patient study.
- g) Should be able to send DICOM images to DICOM workstation or PACS without loss of information.
- h) Should be equipped with DICOM / DVD writer for transferring image.
- i) Should be able to store image on external device viz. CD or pen drive etc.

- j) The system should have a facility to indicate over / under exposure in the preview screen. Kindly specify the image preview time.
- k) The processing station must have provision for connecting to LAN network through LAN port ( RJ 45 port )
- 1) Operating system should be Windows 7 professional or higher. Original OS DVD should be given along with machine.
- m) Captured image should be viewable in other computer having windows XP of higher operating system after transferring to CD/DVD of Pen Drive.

## 4. Dry imager

- a) The system must have a dry imager without need of any wet chemistry.
- b) It must be DICOM 3.0 compatible allowing multiple modalities to be connected at a time.
- c) The system must be able to print at least 60 films / hr of the largest size.
- d) The system must deliver its first film within 80 seconds from the request sent.
- e) The imager must have spatial resolution of 300 ppi minimum.
- f) The system must have contrast resolution of 14 bits / pixel or more. The system must have at least three online film sizes and should be capable of printing any of the 8" X 10", 10" X 12", 11" X 14: or 14" X 17" films.
- g) The imager should support daylight loading of films.
- **5.** Suitable UPS back up must be provided for 30 minutes back up for the whole system.
- **6.** The firm should attach detailed installation list along with users' complete address and telephone number.
- **7.** Additional specialty software / hardware, if any, should be quoted separately as optional.
- **8.** The availability of above mentioned features and technical specification must be substantiated with authentic published documents from manufacturer or regulatory bodies.
- **9.** The unit should be United States Food and Drug Administration (FDA) and Conformite Europeenne (CE) approved.
- **10.** The successful bidder will have to ensure onsite training of end users for a period of not less than 2 weeks after installation of the unit.