

## Bid Corrigendum

GEM/2023/B/3415902-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address  
at  
CNMCH  
Kolkata &  
IPGMER  
Kolkata  
.
2. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name  
West Bengal Medical Services Corporation Ltd.  
Account No.  
105605003391  
IFSC Code  
ICIC0001056  
Bank Name  
ICICI BANK  
Branch address  
BIDHANNAGAR, SALT LAKE, SECTOR-V  
.  
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
3. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
4. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
5. Buyer Added text based ATC clauses
  1. Bidders should arrange for an onsite functional demonstration of the offered equipment on the notified date at any facility at Kolkata, West Bengal or at **Swasthya Bhavan**. 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.

2. **Experience Criteria:** Bidder should submit following documents of same / similar type of equip

ment in support of supplies made to Govt. Hospitals or reputed private hospitals for the period of last three calendar years ending December 2022:

Ø Proof of installation (Installation certificate / Service report duly signed by the hospital / /healthcare facility) of the same / similar type of equipment.

OR

Ø Proof of payment against supply and installation of the same / similar type of equipment.

**3.** Bidder should mention the bid reference number along with the quoted make and model of the equipment in the OEM Authorization certificate and the certificate should be issued to bidder from OEM after publishing of the bid.

**4.** Bidder should submit minimum average annual turnover for last 3(Three) financial years in letter head of chartered accountant with mentioning valid UDIN (Unique Document Identification Number). The data should be submitted in a table duly signed and stamped by chartered accountant.

**5. Exemption of EMD as per Memorandum bearing West Bengal Finance Department Memo No. 375-F(Y) Dated 30.01.2023** where has been clearly mentioned that, in order to get more participants and obtain better competition in procurement through GeM, it is decided to include following categories of sellers / service providers, in addition to our existing provisions, for exemption of EMD deposit in GeM:

i. All registered Micro and Small Enterprises being manufacturer of the Primary Product Category or Service Provider of the Primary Service Category, whose credentials are validated online through Udyam / NSIC (National Small Industries Corporation) database/ DIC (District Industries Corporation) database.

ii. Sellers of Primary Products/Primary Services having their credentials verified through the Vendor Assessment process in GeM.

iii. Sellers/ Service Provider having annual turnover of Rs 500 Crore or above.

iv. Sellers/ Service Providers of Primary Product Categories having BIS (Bureau of Indian Standards) certification.

**6.** Availability of Service Centers : OEM / Bidder must have a Functional and operational Service Centre in **Kolkata**, and have capability of providing service as and when required.

**7.** Successful bidder/OEM will have to ensure that adequate number of dedicated technical service personnel / engineers are designated / deployed for attending the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period.

**8.** End user training must be provided within the warranty period without any charges as many as numbers required.

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

**10. Liquidated Damages for Delayed Delivery/ Delayed setting up of Services:**

The percentage of 0.5% of the Invoice Price for each week or part thereof for each week or part thereof of delay until actual delivery or performance up to a maximum deduction of 5% of the Invoice price.

**11. Bid Validity:** 2(two) years from the date of Tender publication

**12. Price Validity:** 2(two) years from the date of Tender publication

**13.** 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.

**14.** 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.

**15.** 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)

**16.** 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.

**17. 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.

**18.** Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account.

**19.** Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 10 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

**20.** The equipment should be USFDA & European CE (4 digit European notified body) certified. The Quoted model name & make should be mentioned in the certificate.

The organization those are issued CE certificate should be enlisted in this <https://ec.europa.eu/growth/tools-databases/nando/index.cfm?fuseaction=notifiedbody.main> link. If any clarification required, the bidder should show us the document in the above link.

**21. A sticker to be put by the selected bidder on each unit of equipment which is to be provided by the selected bidder. The format of that sticker and its approval to be provided by W.B. M.S.C.L**

**22. Pre-Bid Meeting :** 11.05.2023 (Thursday) at 1:00 PM Physically presence of the bidders are mandatory at Board Room of West Bengal Medical Services Corporation (WBMSCL), at 2nd floor , Swasthya Sathi Building, Swasthya Bhawan , Kolkata - 700091

**23. 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, ancillaries and whole turnkey work as given in the specifications of the equipment including UPS, UPS Battery, AC machines and furniture etc.
- b) Bidders must enter in to the CMC with WBMSCL directly / third party as authorized by H&FW Dept/ WBMSCL etc. Bidder must accept the same CMC rate, if the CMC is offered by the third party/WBMSCL then no escalation, no extra cost will be provided. If any bidder failed to execute the CMC with WBMSCL or third party (as authorized by WBMSCL or H&FW Department), WBMSCL may initiate legal action against the selected bidder. The selected bidder may be debarred to participate in the future tender.
- c) The execution of CMC of any equipment will be at sole discretion of the WBMSCL management.
- d) As per tender terms and condition third party items should be included within the CMC rate.
- e) The scope of work under CMC and its year wise rate for the same is noted in the table below:

	<b>Mandatory preventive Maintenance</b>	
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Equipments	Service (PMS) visit per year		Remarks
	Warranty	CMC	
Single platform / Multiple standalone LASER system with multiple indications.	2	2	<p>1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period.</p> <p>2. The supplier should provide Preventive Maintenance Services (PMS) yearly / bi - yearly / quarterly in equal interval to fulfil the minimum number of mandatory PMS as recommended in the previous column during warranty / CMC period.</p> <p>3. The preventive maintenance includes testing &amp; calibration as per technical / service / operational manual, spares, all software updates and labour.</p>

The cost for Year wise CMC charges after completion of 2 (two) years warranty in percentage of the sum of quoted price of the equipment in the BOQ to be paid to the selected bidder(s) in the following manner:

ITEM	CMC charges in percentage(%) for Year 3	CMC charges in percentage(%) for Year 4	CMC charges in percentage(%) for Year 5	CMC charges in percentage(%) for Year 6	CMC charges in percentage(%) for Year 7
Single platform / Multiple standalone LASER system with multiple indications.	3.0	3.25	3.50	3.75	4.0

### **Amendment I**

#### **Revised Technical specification for Single Platform / Multiple Standalone Laser System with Multiple Indications**

##### v Type of LASER - Nd : YAG LASER

- The system should have light based hand pieces and LASER based hand pieces
- The system should have Nd: YAG (Long pulse and Q-switched), fractional CO2 LASER and Diode LASER with inbuilt cooling.
- The maximum spot size for Q switch should be up to 10mm
- It should have a fractional 5x5 mm tip for Q switched LASER
- Collimate hand piece **up to 10mm.**
- The long pulse Nd: YAG hand piece should come with a 10mm spot size.

· Energy at the end of hand piece - Nd: YAG, Long pulse and Q switched

- Repetition rate single shot : 1- 20 Hz. pulses / sec
- Beam profile true flat top.
- Beam delivery by articulated arm ( in case of standalone) upto 250 cm reach with 360° rotation

v **Type of LASER : Diode LASER**

- Maximum energy 300 J
- Pulse duration 300-400 msec
- Wave length 810 nm
- Spot size 10 X 9 / 20 X 9 / 20 X 10 / 30 X 9 / 30 X 17
- Maximum peak power 4.8 W

v **Type of LASER: CO2 Fractional LASER system with surgical hand piece**

- Wave length : 10600 nm
- LASER power upto 30 W
- Pulse Duration 20 – 5000 µs.
- Over lap 1 – 10<sup>th</sup>
- Distance 0.1 to 2 mm
- Treatment area – 1 X 1 to 20 X 20 mm
- Repetition rate 0.2 – 2 sec per single shot
- Surgical hand piece 0.2 to 1.3 mm spot size

v Should have an in built cooling system for all separate platforms or for the entire single platform system

v The system should be supplied with an UPS with minimum power back up of 30 minutes.

v It should be approved for the following indication: hair reduction, pigment and Scar removal

v All separate platforms or the entire single platform system must be USFDA and European CE (4 digit notified body) certified.

Ø Note : All three platform LASER should preferably from the same manufacturer.

**Form-A: Consignee Receipt Certificate (CRC)**

**(To be issued by consignee's authorized representative)**

**[The consignee may issue an additional challan receipt if 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 :	
No. Of Box 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 B: Satisfactory Installation Certificate (SIC)**

**(To be issued by the consignee after successful commissioning of equipment)**

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Bid Reference : \_\_\_\_\_

Award of Contract Reference : \_\_\_\_\_

Description of Equipment/Service :

Date of Commissioning :

Warranty up to :

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.**

SI	Description	Quantity	Serial No. / Part No.
1			
2			
3			
4			
5			

*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

with Stamp :

Name (in Block)

P.T.O.

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

SI	Name	Designation	Contact No	E-mail ID (In CAPS)	Signature
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

*In case of space deficiency, another sheet with the same format can be annexed.*

**Countersigned by the head of the institute / hospital:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

Date \_\_\_\_\_

Signature of  
Unit Head:  
(HOD/MO-IC/Others)

Name  
(in Block):

Designation with Stamp:

6. Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
7. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
8. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
9. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
10. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
11. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope  
All spare parts & labour  
(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this

compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

12. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
13. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name  
West Bengal Medical Services Corporation Ltd.  
Account No.  
105605003391  
IFSC Code  
ICIC0001056  
Bank Name  
ICICI BANK  
Branch address  
BIDHANNAGAR, SALT LAKE, SECTOR-V  
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
14. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
15. Scope of supply includes Training: Number of employees to be trained  
10  
, Place for Training  
at the consignee location  
and Duration of training  
2  
days.
16. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
17. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
18. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - iv) The Seller becomes bankrupt or goes into liquidation.
  - v) The Seller makes a general assignment for the benefit of creditors.
  - vi) A receiver is appointed for any substantial property owned by the Seller.
  - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
19. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)