

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	20-05-2022 19:00:00
<b>Bid Opening Date/Time</b>	20-05-2022 19:30:00
<b>Bid Offer Validity (From End Date)</b>	75 (Days)
<b>Ministry/State Name</b>	West Bengal
<b>Department Name</b>	Health And Family Welfare Department West Bengal
<b>Organisation Name</b>	West Bengal Medical Services Corporation (wbmsc) Kolkata
<b>Office Name</b>	West Bengal
<b>Total Quantity</b>	4
<b>Item Category</b>	Portable Ultrasound Machine (Q3)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	50 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Advisory Bank	ICICI
EMD Percentage(%)	0.50
EMD Amount	58000

### ePBG Detail

Advisory Bank	ICICI
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	2

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

MANAGING DIRECTOR

WEST BENGAL, Health and Family Welfare Department West Bengal, West Bengal Medical Services Corporation (WBMSC) Kolkata ,  
(West Bengal Medical Services Corporation Ltd)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	No
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority : Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid inviting Authority. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25 % of total quantity as defined/ decided in relevant policy.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.

- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
10-05-2022 15:00:00	WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED 2ND FLOOR OF SWASTHYA SATHI SWASTHYA BHAWAN COMPLEX GN29 SECTOR 5 SALT LAKE KOLKATA 700 091

#### Portable Ultrasound Machine ( 4 pieces )

Brand Type	Registered Brand
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#### Technical Specifications

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Types of Probes & Features	<b>High density more then 125 element probes in convex, TV &amp; Linear</b>	Yes Or higher
	<b>4D Probe</b>	Yes Or higher
	<b>Interoperative Probe</b>	Yes Or higher
	<b>More then 160 degree FOV TV probe</b>	Yes Or higher
	<b>Transducer Temp-detection</b>	Yes Or higher
	<b>Biplane trans rectal</b>	Yes Or higher
	<b>Biopsy Guide</b>	Yes Or higher
Scan Modes	<b>Quad Imaging</b>	Yes Or higher
	<b>Steer M Mode</b>	Yes Or higher
	<b>M Mode colour</b>	Yes Or higher
	<b>CW</b>	Yes Or higher
	<b>TDI-Tissue doppler imaging</b>	Yes Or higher
	<b>Surface 3D rendering</b>	Yes Or higher
	<b>Triplex</b>	Yes Or higher
	<b>Speckle Reduction Imaging</b>	Yes Or higher
	<b>Compounding Imaging</b>	Yes Or higher
	<b>IMT -Intemal median thickness sw</b>	Yes Or higher
	<b>Panoramic Imaging</b>	Yes Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
IMAGE DISPLAY AND PROCESSING	<b>Trapezoidal Imaging</b>	Yes Or higher
	<b>Real-Time and Frozen Zoom</b>	Yes Or higher
	<b>Monitor Type</b>	LCD
	<b>Monitor Size, inch</b>	12 to15
	<b>DICOM 3 COMPLIANT</b>	Yes Or higher
	<b>Automated B-mode (2-D) image</b>	Yes Or higher
	<b>Transducer Socket</b>	1
	<b>Gel Warmer</b>	Yes Or higher
	<b>DVD/CD Writer</b>	Yes Or higher
	<b>Dicom Interfacability Dicom to PACS</b>	Yes Or higher
	<b>Interfacability Dicom to RIS</b>	Yes Or higher
	<b>Cart / trolley from OEM with gel &amp; transducer holder</b>	Yes Or higher
	<b>USG system supplied should be upgradable to next generation system on site</b>	Yes Or higher
Power Requirements	<b>Resettable over current breaker shall be fitted for protection</b>	Yes Or higher
	<b>Back up time in minutes</b>	120
Miscellaneous Parameters	<b>Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)</b>	5
	<b>Number of installations of the Portable USG machines in Central /State/PSU Govt Hospitals( Note: Seller should supply a performace certificate of the device to the buyer if demanded after placement of order)</b>	Upto 3

**Additional Specification Parameters - Portable Ultrasound Machine ( 4 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Small footprint (20 mm or less) of phased array for neonatal head ultrasonography and ECHO (4 MHz to 12 MHz) $\pm$ 1MHz	Mandatory
ECHO compatible probe for paediatric & neonatal use (2.5MHz to 5 MHz)	Mandatory
Micro convex probe for paediatric & neonatal use (2.5 MHz to 5 MHz)	Mandatory
Certification & Warranty	US FDA or 4 digit European CE & 2 years
Clause to be ignored	Warranty (5 years)

\* Bidders offering must also comply with the additional specification parameters mentioned above.

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Soma Das	700091,Swasthya Sathi, GN-29, Sector V, Salt Lake	4	15

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address At Medical Colleges & Hospitals , District Hospitals, Super Specialty Hospitals, Sub Divisional Hospital & State General Hospitals in WB. List to be provided by the buyer. -.

### 2. Forms of EMD and PBG

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. Generic

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

### 4. Certificates

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.

## 5. Generic

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 %.

## 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Bidders may have to arrange for a functional demonstration of the offered equipment during technical evaluation of the bids at **Kolkata**, West Bengal only, if desired by the Tender Inviting Authority (TIA).
2. **Experience Criteria:** Bidder should submit following documents of same / similar type of medical equipment in support of supplies made to Govt. hospitals or reputed private hospitals for the period of last three calendar years ending December 2021:

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

OR

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

3. **Preference for S.S.I. units registered in West Bengal & PSUs in West Bengal:**

In addition to all other terms and conditions as stated herein, EMD exemption is only applicable to MSME across the country and no other case following the spirit of Finance department **U.O. No. Group T /2021-2022/1059, dated- 15.01.2022.**

4. Availability of Service Centers: OEM / Bidder must have a Functional Service Centre in **Kolkata** and have capability of providing service throughout West Bengal.
5. Successful bidder/OEM 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.
6. As many as number required, end user training must be provided within the warranty period without any charges.

7. **Imposition of restrictions on bidder as per Memorandum bearing West Bengal Finance Department Memo No. 202-F(Y) Dated 18.01.2021 read with F.No.6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Government of India** where has been clearly mentioned that, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including sub-contracts and turnkey projects) only if the bidder is registered with the Competent Authority.

8. <https://ec.europa.eu/growth/tools-databases/nando/index.cfm?fuseaction=notifiedbody.main>

The medical equipment should be USFDA/CE (4 digit European notified body).

The organization those are issued CE certificate should be enlisted in the above link.

If any clarification required, the bidder should show us the document in the above link. The quoted model name & make should be mentioned in the certificate.

**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 align="center">..... (Signature &amp; Office Seal of authorized representative of Consignees with date) [Name and designation of the signatory to be written capital letter]</p>	

.....  
(Signature & Office Seal of Head of the Institute/Hospital with date)  
[Name and designation of the signatory to be written capital letter]

**Form B: Satisfactory Installation Certificate (SIC)**

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

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 NHM 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),

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

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

<p><b>Countersigned by the head of the institute / hospital:</b></p>   <p>Signature _____</p>   <p>Name _____</p>   <p>Designation with stamp _____</p>   <p>Date _____</p>	<p>Signature of Unit Head:  (HOD/MO-IC/Others)</p>   <p>Name (in Block):</p>   <p>Designation with Stamp:</p>
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## 7. **Warranty**

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.

## 8. **Generic**

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.

## 9. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**10. Generic**

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.

**11. Generic**

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.

**12. Warranty**

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)

**13. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

**14. Forms of EMD and PBG**

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.

**15. Generic**

Scope of supply includes Training: Number of employees to be trained 20 , Place for Training at the consignee location and Duration of training 2 days.

**16. Warranty**

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.

**17. Certificates**

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. Warranty**

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.

#### 19. **Generic**

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.

#### 20. **Generic**

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. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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 Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**

### Bid Corrigendum

GEM/2022/B/2158373-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 Medical Colleges & Hospitals , District Hospitals, Super Specialty Hospitals, Sub Divisional Hospital & State General Hospitals in WB. List to be provided by the buyer. -.
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. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
4. 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.
5. 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 %.
6. Buyer Added text based ATC clauses
  1. Bidders may have to arrange for a functional demonstration of the offered equipment during technical evaluation of the bids at **Kolkata**, West Bengal only, if desired by the Tender Inviting Authority (TIA).
  2. **Experience Criteria:** Bidder should submit following documents of same / similar type of medical equipment in support of supplies made to Govt. hospitals or reputed private hospitals for the period of last three calendar years ending December 2021:
    - Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) of the same / similar type of medical equipment
    - OR
    - Proof of payment against supply and installation of the same / similar type of medical equipment.
  3. **Preference for S.S.I. units registered in West Bengal & PSUs in West Bengal:**  
In addition to all other terms and conditions as stated herein, EMD exemption is only applicable to MSME across the country and no other case following the spirit of Finance department **U.O. No. Group T /2021-2022/1059, dated-15.01.2022.**
  4. **Availability of Service Centers:** OEM / Bidder must have a Functional Service Centre in **Kolkata** and have capability of providing service throughout West Bengal.

5. Successful bidder/OEM 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.

6. As many as number required, end user training must be provided within the warranty period without any charges.

7. **Imposition of restrictions on bidder as per Memorandum bearing West Bengal Finance Department Memo No. 202-F(Y) Dated 18.01.2021 read with F.No.6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Government of India** where has been clearly mentioned that, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including sub-contracts and turnkey projects) only if the bidder is registered with the Competent Authority.

8. <https://ec.europa.eu/growth/tools-databases/nando/index.cfm?fuseaction=notifiedbody.main>

The medical equipment should be USFDA/CE (4 digit European notified body).

The organization those are issued CE certificate should be enlisted in the above link.

If any clarification required, the bidder should show us the document in the above link. The quoted model name & make should be mentioned in the certificate.

#### **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)**

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 NHM 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),

Sl	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.*

<p><b>Countersigned by the head of the institute / hospital:</b></p>     <p>Signature _____</p>     <p>Name _____</p>     <p>Designation with stamp _____</p>     <p>Date _____</p>	<p>Signature of Unit Head:  (HOD/MO-IC/Others)</p>     <p>Name (in Block):</p>     <p>Designation with Stamp:</p>
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Based on the discussion in pre-bid meeting held on 10.05.2022, the following amendment has been made:

Revised specification of Portable Ultrasound Machine

Specification	Specification Name	Bid Requirement (Allowed Values)
Types of Probes & Features	High density more than 125 element probes in convex, TV & Linear	Yes Or higher
	4D Probe	Yes Or <b>No</b>
	Interoperative Probe	Yes Or higher
	More than 160 degree FOV TV probe	Yes Or higher
	Transducer Temp-detection	Yes Or higher
	Biplane trans rectal	Yes Or higher
	Biopsy Guide	Yes Or higher
Scan Modes	Quad Imaging	Yes Or <b>No</b>
	Steer M Mode	Yes Or <b>No</b>
	M Mode colour	Yes Or <b>No</b>
	CW	Yes Or higher
	TDI-Tissue doppler imaging	Yes Or higher
	Surface rendering 3D	Yes Or <b>No</b>
	Triplex	Yes Or <b>No</b>
	Speckle Reduction Imaging	Yes Or higher
	Compounding	Yes Or higher

	Imaging	
	IMT -Internal median thickness sw	Yes Or higher
	Panoramic Imaging	Yes Or higher
	Trapezoidal Imaging	Yes Or No
	Real-Time and Frozen Zoom	Yes Or higher
IMAGE DISPLAY AND PROCESSING	Monitor Type	LCD
	Monitor Size, inch	12 to15
	DICOM 3 COMPLIANT	Yes Or higher
	Automated B-mode (2-D) image	Yes Or higher
	Transducer Socket	1
	Gel Warmer	Yes Or No
	DVD/CD Writer	Yes Or No
	Dicom Interfacability Dicom to PACS	Yes Or higher
	Interfacability Dicom to RIS	Yes Or higher
	Cart / trolley from OEM with gel & transducer holder	Yes Or higher
	USG system supplied should be upgradable to next generation system on site	Yes Or higher
	Resettable o v e r current breaker shall	Yes Or higher

Power Requirements	be fitted for protection	
	Back up time in minutes	120
Miscellaneous Parameters	Number of installations of the Portable USG machines in Central /State/PSU Govt Hospitals( Note: Seller should supply a performance certificate of the device to the buyer if demanded after placement of order)	Upto 3
Additional Specification Parameters - Portable Ultrasound Machine		
Specification Parameter Name		Bid Requirement (Allowed Values)
Small footprint (20 mm or less) of phased array for neonatal head ultrasonography and ECHO (4 MHz to 8 MHz) $\pm$ 2 MHz		Mandatory
Micro convex probe for paediatric & neonatal use (5 MHz to 8 MHz)		Mandatory
Certification & Warranty		US FDA or 4 digit European CE & 2 years

7. 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.
8. 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.

9. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
10. 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.
11. 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.
12. 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)
13. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
14. 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.
15. Scope of supply includes Training: Number of employees to be trained 20 , Place for Training at the consignee location and Duration of training 2 days.
16. 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.
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. 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.
19. 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.
20. 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. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void.

\*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](#)