

Bid Corrigendum

GEM/2022/B/2871062-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the 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 a Laboratory, Central Laboratory (Food), KMC, and Regional Food Testing Laboratory, Siliguri.
2. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name V Account No. 105605003391 IFSC Code ICIC0001056 Bank Name ICICI BANK Branch address BIDHANNAGAR, S Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line proof of the Online Payment Transfer along with bid.
3. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the 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
5. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility 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 the period in 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 to Govt. hospitals or reputed private hospitals or laboratories for the period of last three calendar

- Proof of installation (Installation certificate / Service report duly signed by the hospital / head of medical/ laboratories equipment

OR

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

3. Bidder should mention the bid reference number along with the quoted make and model of the equipment. The certificate should be issued after publishing of the bid.

4. Bidder should submit minimum average annual turnover for last 3(Three) financial years in letter format mentioning valid UDIN (Unique Document Identification Number). The data should be submitted in a table to the accountant.

5. 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, the relevant provision of memo no. 105/2018 dated 15.08.2018 and its amendments issued by Finance Department; Govt. of West Bengal shall also apply.

EMD Exemption of other State MSME allowed.

EMD Exemption of bidders having Annual Turnover of Rs 500/-crore and above allowed.

EMD Exemption of bidders having credentials verified through the process of Vendor Assessment Agencies for the PRIMARY Product/Primary Service for which the bid has been invited is as follows:

6. Availability of Service Centers: OEM / Bidder must have a Functional Service Centre in **Kolkata** ; throughout West Bengal.
7. Successful bidder/OEM will have to ensure that adequate number of dedicated technical service deployed for attending to the Service Request in a time bound manner and for ensuring Timely S warranty period.
8. As many as number required, end user training must be provided within the warranty period with
9. **Imposition of restrictions on bidder as per Memorandum bearing West Bengal Finance F(Y) Dated 18.01.2021 read with F.No.6/18/2019-PPD dated 23.07.2020 of Ministry of Finance** has been clearly mentioned that, any bidder from a country which shares a land border with India will be of goods, services (including consultancy services and non-consultancy services) or works (including the bidder is registered with the Competent Authority.

10. The medical equipment should be USFDA/CE certified.

11. **Pre-Bid Meeting** : Monday ,December **19** ;12:00P.M-4:00P.M,Physically presence of the bidders at West Bengal Medical Services Corporation (WBMSCL), at 2nd floor , Swasthya Sathi Building, Swasthya

12. **Comprehensive Maintenance Contract (CMC)**: The selected bidder shall enter into CMC after include the following:

- a) Bidders must enter in to the CMC with WBMSCL directly / third party as authorized by WBMSCL. If bidder accept the same CMC rate, if the CMC is offered by the third party/WBMSCL then no escalation. If any bidder failed to execute the CMC with WBMSCL or third party (as authorized by WBMSCL) then WBMSCL initiate legal action against the selected bidder. The selected bidder may be debarred to
- b) The execution of CMC of any equipment will be at sole discretion of the WBMSCL management.
- c) As per tender terms and condition third party items should be included within the CMC.
- d) During the execution of CMC, the bidders have to submit 10% of security deposit of CMC value per year for the performance of the service. After the CMC period, the same 10% is deposited to WBMSCL/Third party account. If the CMC is executed per year wise basis, then 10% of year must be deposited to WBMSCL/Third party and refund will be executed in the same way.
- e) The scope of work under CMC and its year wise rate for the same is noted in the table below.

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
Butyro Refractrometer Reading System with	2	2	1. Supplier/ authorised service provider to provide warranty / CMC period. 2. The supplier should provide Preventive - yearly / quarterly in equal interval to full

Temperature Control		PMS as recommended in the previous col 3. The preventive maintenance includes t service / operational manual, spares, all s
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The cost for Year wise CMC charges after completion of 2 (two) years warranty in percentage of the :
the BOQ to be paid to the selected bidder(s) in the following manner:

ITEM	CMC charges in percentage(%) for Year1	CMC charges in percentage(%) for Year2	CMC charges in percentage(%) for Year3	CMC charges in percentage(%) for Year4	CMC char in percentag for Year5
Butyro Refractrometer Reading System with Temperature Control	warranty period	warranty period	3.00	3.50	4.00

Amendment I

Revised Technical Specifications

Butyro Refractrometer Reading System with Tempera

Application: It is an automated small instrument used for measuring refractive index of animal and vegetable fats and oils.	
Specification	Requirement
Function	Checking purity and adulteration of fats and oils
Features	Automated Operating system with LCD/LED screen directly without manual alignment can connect PC with RS232 interface; The required data to be displayed on the screen, including: the date, temperature, refractive index, concentration, and amended in accordance with the current temperature

Measurement	Concentration 0;95%
Range Automatic	Refractive Index 1.3200 - 1.5500 or better
Temperature Control	Through Peltier
Concentration	0-80%
Resolution	Butyro 0.1% RI 0.0001
Measurement Accuracy	Butyro $\pm 0.5\%$ (at 40 ⁰ C) RI ± 0.0003 (at 40 ⁰ C)
Precision (Reproducibility)	Butyro ± 0.05 RI ± 0.0001
Measurement Temperature	10 ⁰ C to 65 ⁰ C or better
Temperature Accuracy	$\pm 0.1^{\circ}\text{C}$
Ambient Temperature Sample	10 ⁰ to 40 ⁰ C
Response Time	≤ 5 sec
Sample Volume	≤ 2 ml
Certified Reference Materials	Refractive Index Certified Reference Materials (CRMs) Certified reference material used for calibration and verification for refractive index at 25 ⁰ C (minimum volume 25 mL)
Operating manuals, service manuals, other manuals	Should provide:- - User, technical and maintenance manuals in English language - List of equipment and procedures required for local calibration and routine maintenance - Service and operation manuals to be provided advanced maintenance tasks documentation, if any.
Recommendations or Warnings	Any warning signs would be adequately displayed
Warranty	Warranty for 2(two)-years, after satisfactory installation and working excluding consumable parts and accessories.
Service Support	Contact details of manufacturer, supplier and local service agent to be provided, including toll free/ Landline Number; Any Contract (AMC/CMC/adhoc) to be declared by the manufacturer

Training	The supplier will have to carry out successful Installation at the laboratory premises (where ever the system has to be installed) and provide on-site comprehensive training for a minimum of two scientific personnel operating the system till customer satisfaction
List of Spares and Accessories	List of all spares and accessories (including minor) with part numbers and price, required for maintenance and repairs in future after guarantee/warranty period should be attached
UPS	UPS/ Stabilizer as required for functioning of the equipment
Quality Requirement	<ul style="list-style-type: none"> - Should be compliant with the requirements of FDA/CE/BIS Electrical safety conforms to the standards for electrical safety IEC 60601- General requirements (or equivalent BIS Standard) - Certified to be compliant with IEC 61010- 1, IEC 61010 2-40 for safety - Should have necessary certification for safety and quality standards from national/ international bodies - All Calibration certificate from ISO- 17025:2017 certified laboratory
IQ/PQ/OQ	On site IQ, OQ of instrument along with document to be provided & supplier to assist till satisfactory PQ of instrument
Compliance statement	The quote should also include a compliance statement vis-a- vis specifications in a "tabular form" clearly stating the compliance and giving justification, if any supported by technical literature. This statement must be signed, with the company seal, for its authenticity and acceptance that any incorrect or ambiguous information found submitted will result in disqualification.
Outage conditions	<p>After 2(two) years of warranty period; 5(Five) years of CMC shall be undertaken by the supplier. This would also include:</p> <ul style="list-style-type: none"> i. Preventive maintenance service: The seller will provide a minimum of two Preventive Maintenance Service visits during a year to the operating base to carry out functional checkups and minor adjustments/tuning as may be required. ii. Breakdown Maintenance Service: In case of any breakdown of the equipment/system, on receiving a call from the buyer, the seller is to provide maintenance service to make the equipment/system serviceable. iii. Response time: The response time of the seller should not exceed 48 hours from the time the breakdown intimation is provided by the Buyer. iv. Serviceability of 90 % per year is to be ensured. This amounts to total maximum downtime of 37 days per year. Also un serviceability should not exceed 2 working

	<p>days at one time. Required spares to attain this serviceability may be stored at site by the seller at his own cost. Total down timer would be calculated at the end of the year. If downtime exceeds permitted downtime 'Liquidated Damages' would be applicable for the delayed period.</p> <p>v. Maximum repair turnaround time for equipment/system would be 3 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment / system.</p>
Payment	Payment only after installation, validation and performance demonstration.

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 trans

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 & 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 & 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 all standard and special accessories, consumables, set of spares in accordance with the contract/technical 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 su
The proving test has been done to our entire satisfaction. The equipments, its accessories and ancilla
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)

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.

<p>Countersigned by the head of the institute / hospital:</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>	<p>7. Warranty years from after completion of testing of consignments submitted of Goods of goods guarantee Installations and Main the after consign the bid.</p> <p>8. Data Sheet be uploaded match as per specific mismatch rejection</p> <p>9. Escalation must provide for Service</p> <p>10. Installation Training of supply resource</p> <p>11. OPTION C increase 25 per cent</p>
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contract.

increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at accept the orders accordingly.

12. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope of undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case of any 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
14. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking (as per GeM GTC). On-line payment shall be in Beneficiary name West Bengal Medical Services Corporation Ltd. / ICIC0001056 Bank Name ICICI BANK Branch address BIDHANNAGAR, SALT LAKE, SECTOR-V. Successful Bidder Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy of PBG within 15 days of award of contract.
15. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers to attend the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during the warranty period as indicated in the relevant clause of the bid.
16. Scope of supply includes Training: Number of employees to be trained 5 , Place for Training at the consignee
17. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service request, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete the service within the stipulated 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 date of notification to the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Seller. If the penalty exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service rectified at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service.
18. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificates as prescribed in the Product Specification given in the bid document.
19. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available under 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 becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to deliver the 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.
20. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of the same.

Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to extant GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category restriction.
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 the same.
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 m

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

*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](#)