

Bid Corrigendum

GEM/2024/B/5612972-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. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
2. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
Jhargram
Government
Medical College
and Hospital
Jhargram
.
3. 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.
4. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
5. 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.
6. 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 %.
7. Buyer Added text based ATC clauses
 1. Bidders should arrange for an onsite functional demonstration of the offered equipment on the notified date at facility where installed in Kolkata, West Bengal. The evaluation of the specification 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.

d. 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. Availability of Service Centers: OEM / Bidder must have a Functional Service Centre in Kolkata and have capability of providing service throughout West Bengal.
3. 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 & CMC period.
4. Pre-Bid Meeting : Thursday , November 21 ; at 03:00 PM
Physically presence of the bidders are mandatory at Conference Room of West Bengal Medical Services Corporation (WBMSC), at 2nd floor , Swasthya Sathi Building, Swasthya Bhawan , Kolkata - 700091
5. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
6. The bidder has to provide full support after the end-of-life of the equipment up to 2 years. If bidder cannot manage to provide the spare parts, then CMC value in monetary terms must be discontinued and CMC may be refunded on prorated basis.
7. If at any time it is found that the agency has been selected by quoting the same make & model of the equipment in the bid of any organization under Central/State govt. and continue their CMC support 8 years after the installation, then bidder has to extend the same service to WBMSCL for procuring the same machine before the Award of Contract issued in the present case. May be the age of the equipment supplied to WBMSCL more than (8+2) or 10 years
8. **Experience Criteria:** Bidder should submit following documents of same / similar type of laboratory equipment in support of supplies made to Govt. Hospitals/laboratories or reputed private hospitals/laboratories for the period of last three calendar years ending December 2023:
 - Proof of installation (Installation certificate / Service report duly signed by the hospital / laboratory/healthcare facility) of the same / similar type of laboratory equipment
 - OR
 - Proof of payment against supply and installation of the same / similar type of laboratory equipment.
9. Bidder should mention the bid reference number along with the quoted make and model of the equipment in the OEM certificate and the certificate should be issued to bidder from OEM after publishing of the bid.
10. 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.
11. **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

th the competent Authority.”

12. **WBMSCL's right to vary quantities**:WBMSCL reserves the right to increase the quantity in case of need / or to decrease the quantity of goods and related services initially specified in Bid Document and without any change in the unit prices or other terms and conditions of the Bid Documents. Bidder must accept and agree to the fact that the bid and price will remain valid for a period of 2(two) years from the date of bid publication.

13. **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.

14. EMD submitted in the form of Bank Guarantee will be rejected.

15. Bidders are requested to consider **Performance Bank Guarantee as 10% only**

16. Bidders are requested to ignore the Technical Specification given above under Gem category and consider only the Technical specifications given below:-

Binocular with Scanner, 10X, 40X, & Oil immersion lenses

Specification	Specification Name	Bid Requirement (Allowed Values)
Conformity / Type / Eye Piece - Objective Details	Microscope Type	Binocular non hinged type with built in light and with light intensity regulator
	Optical System	Infinity corrected
	Eye piece Type	Compensating, (FOV : 20 mm or more)
	Eye Piece with magnification	Set of Two For Binocular 10x
	Objective Type (Infinity)	Plan achromatic
	Objective Magnification	4X to 100X
	Numerical Aperture of Objective	1.25

	Number of installations in Central / State / PSU Govt Hospitals (Hint: Seller should supply a performance certificate of the device to the buyer in case demanded after placement of order)	3 or more
	Type of lamp for Illumination	Led
Warranty	Warranty	2 years
Specification Parameter Name		Bid Requirement (Allowed Values)
Objective Magnification		4X,10X,40X & 100X (oil immersion)
Certification		CDSCO Certificate

Amendment I

Specification	Specification Name	Bid Requirement (Allowed Values)
Conformity / Type / Eye Piece - Objective Details	Microscope Type	Binocular non hinged type with built in light and with light intensity regulator
	Optical System	Infinity corrected
	Eye piece Type	Compensating, (FOV : 20 mm)
	Eye Piece with magnification	Set of Two For Binocular 10x
	Objective Type (Infinity)	Plan achromatic
	Objective Magnification	4X, 10X, 40X & 100X (oil immersion)
	Head	Siedentopf 30 degree inclination of binocular head with diopter adjustment must be present on any 1(one), antifungal coated eye piece.
	Numerical Aperture of Objective	1.25
	Number of installations in Central / State / PSU Govt Hospitals (Hint: Seller should supply a performance certificate of the device to the buyer in case demanded after placement of order)	3 or more

	Type of lamp for Illumination	Led
Warranty	Warranty	2 years
Specification Parameter Name		Bid Requirement (Allowed Values)
Certification		CDSCO 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:	

.....
(Signature & Office Seal of authorized representative of Consignees with date)

[Name and designation of the signatory to be written capital letter]

.....
(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			
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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>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>
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8. Warranty period of the supplied products shall be as given in specifications 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.
9. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
10. 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.
11. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
12. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
13. For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross

Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

14. **IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
15. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
16. 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.
17. **Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
18. **Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.
19. **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.
20. 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)
21. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
22. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
23. 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.
24. 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.
25. Scope of supply includes Training: Number of employees to be trained
700
, Place for Training
at the consignee location
and Duration of training
2
days.
26. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
27. 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.

28. 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.
29. The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:
All spare parts & labour
30. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:
2
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31.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
32. The seller is required to print logo as per buyer's requirement.
33. 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.
34. 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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](#)