

Bid Corrigendum

GEM/2023/B/3110724-C4

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
IPGME&R and SSKM Hospital
SSKM Hospital Rd,
Bhowanipore,
Kolkata,
West Bengal 700020
.
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 facility where installed in India. 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 W BMSCCL to take working / functional demonstration of the offered equipments.
 2. **EMD exemption will be as per FD Memo no. 375-F(Y), Dated 30th January, 2023.**
 3. **Experience Criteria:** Bidder should submit following documents of same / similar type o

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

- 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.

- 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 after publishing of the bid.
- Bidder should submit minimum average annual turnover for last 3(Three) financial years in a letter head of chartered accountant with mentioning valid UDIN (Unique Document Identification Number). The data should submit in a table duly signed and stamped by chartered accountant.
- Availability of Service Centers: OEM / Bidder must have a Functional Service Centre in **Kolkata** and have capability of providing service as and when required.
- 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.
- 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 it 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.

9. 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 upto a maximum deduction of 5% of the Invoice price.

10. Earnest Money Deposit (EMD) (E)

Sl no	Item	Amount In Lakh INR	Instrument
1	Digital Mammography Machine	3,00,000	Offline (In the form of Bank Guarantee) as per Form 4 / Online through RTGS/ NEFT

- Any bid not accompanied by a substantially responsive EMD in accordance with Instructions to Tenderers shall be rejected by WBMSCL as non-responsive.

- The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to Instructions to Tenderers.
 - The EMD may be forfeited:
 - a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer on the Bid Submission Form, except as provided in Instructions to Tenderers; or
 - b) if the successful Tenderer fails to:
 - i. Sign the Contract in accordance with Instructions to Tenderers;
 - ii. Furnish a Performance Security in accordance with Instructions to Tenderers
11. Hard Copy of the uploaded document to be submitted upto 2 PM of 2 (Two) working days of bid closing date.
12. <https://ec.europa.eu/growth/toolsdatabases/nando/index.cfm?fuseaction=notifiedbody.main>
The medical equipment should be USFDA and / or European 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.
13. **Pre-Bid Meeting** : Monday , February 13 ; 2:00 PM – 5:00 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

Amendment-I
Revised Technical Specifications for Digital Mammography System with 3-D Tomosynthesis, Stereotactic Biopsy and Contrast Enhanced Mammography

Sl No.	Technical Specification
Ø	Full field digital mammography system with state of the art facility for detection of breast cancer with lowest possible radiation dose. It should be an advanced high-end full field digital mammography machine with 3D tomosynthesis, Stereotactic Biopsy and Contrast Enhanced Mammography. The machine should have digital stereotactic biopsy system and should be able to deliver high resolution image quality.
Ø	The equipment should be of latest technology. The model should have been launched/ the model should have software and hardware upgradation on or after January 2018. The future software updation should be provided in the offered machine as and when launched by the company without any additional cost during warranty and CMC period after handing over the machine.
Ø	All technical specifications must be supported with printed technical literature and product data sheet. If the required information is not available in the Product Data Sheet and printed technical literature, the same has to be authenticated by the competent authority of the principal manufacturer. In case of discrepancy, the decision of the technical committee shall be final and binding on the supplier.
	The detailed specifications that follow shall be understood to be the minimum requirement and any additional feature of the equipment offered should be specified separately which has to be offered as a standard

Ø	Standard without any extra cost. Such additional features if beneficial to the department and patients for better clinical application will be given due consideration.
Ø	The comprehensive offer should comprise delivery, installation and satisfactory performance of the fully functional equipment including accessories for at least one month prior to handing over the complete equipment. The warranty period shall start on the day of the handing over of the fully functional machine to the institution.
I	X-RAY GENERATOR:
•	High frequency generator.
•	Power output should be 4KW or more.
•	mA range up to 180 or more (large) 30 or more (small).
•	mAs range 2 - 500mAs,
•	kV range, 22 kV to 45 kV or more. It should be in 1kV steps or less.
•	Exposure time range to be mentioned.
•	Displayed parameters kV, mAs, target filter, density selection. Auto record of the exposure parameters for each mammogram.
II	X-RAY TUBE UNIT:
•	Single/Dual track with Dual or quad focus X-Ray tube with additional beam filters and automatic collimator.
•	Minimum of two focal spots of size 0.1mm and 0.3mm on the anode are required. Anode should be rotating.
•	Target filter combination Mo / Mo and W / Rh or W / Rh and Al / Rh
•	Anode heat storage capacity should be at least 150 KHU.
•	Specify the Inherent filtration of the tube.
•	Mention the tube heat monitoring system/ device or program
III	GANTRY ASSEMBLY:
•	The system should be fully motorized rotation and up / down movement.
•	The angle of C-arm movement should be at least +180° to -165°.
•	The patient compression device should be motorized, automatic, controlled by foot paddles as well as from gantry and should have multi speed variable system. There should be provision for motorized and manual compression with digital display of compression force and compression thickness.

	<p>Mention the compression modes available along with force range.</p> <p>The compression should be extremely smooth and there should be a automatic decompression at the end of each exposure with facility of release of compression force in case of power failure or emergency stop.</p>
•	Control buttons for adjustment of height and angles should be operable from gantry as well as from foot paddles.
•	SID 650mm
•	Programmable auto positioning from acquisition work station should be available.
•	Should have facility of collision protection.
•	Magnification factor should be minimum 1.5 or more
•	Grid ratio should be 5:1 with at least 30 lines per cm.
•	Motorized installation and removal/ auto retract of grid/ breast support assembly system should be available for geometric magnification.
•	The following paddles one each should be supplied as standard.
a.	Small paddle for 18x24 cms +/-1cm
b.	Large paddle 24x30 cms +/-1cm
c.	<p>1.5Xor 1.8X Magnification attachment with spot and field magnification on paddles.</p> <p>Square spot compression</p> <p>Round spot compression</p>
d.	Axillary compression paddle.
e.	Appropriate paddle for Breast implant patients
	<p>COLLIMATOR:</p> <ul style="list-style-type: none"> • Molybdenum and rhodium or beam filters should be available • FOV can be modified manually and can also be selected automatically based on the paddle or magnification platform.
IV	EXPOSURE CONTROL
•	<p>Should have manual, semi-automatic and automatic mode (AEC) techniques with flexibility to select parameters manually, automatically or in combination.</p> <p>Parameters controlled(Kv, mAs, filter)</p>
•	The anode track and filters shall be selected automatically and manually.
•	Should have the display facility of all parameters after exposure. Display modes should be available for selection.

•	Should display the dose delivered after exposure.
V.	FLAT PANEL DETECTOR
•	Should have a large flat panel detector of size at least 24x30 +/-1cm The pixel size should be 100 micrometer or less. The detector should be US FDA / European CE (4 digit notified body) certified. The country of origin of detector should be mentioned.
•	DQE more than equals to 50% at 1 LP / mm.
•	Image bit depth should be at least 16 bits.
•	Direct/ Indirect conversion type solid state flat panel detector. Type: Amorphous selenium or silicon. The detector material to be mentioned.
•	Image matrix in pixel and image size in Mb should be specified.
•	Please mention the expected life time of the detector.
•	No Ghosting or lag effect should be present;
VI	DIGITAL ACQUISITION WORKSTATION WITH DUAL MONITORS:
•	Storage capacity should be 50,000 images or more.
•	The following imaging processing should be possible on the workstation:
a.	Measurements
b.	Zoom, roam, magnification
c.	Brightness and contrast
d.	Image inversion
e.	Flip rotate inward
f.	Annotations, measurements
g.	Image evaluation like contrast enhancement histogram display, length measurements before and after comparison etc.
h.	Filming from acquisition work-station should be possible. Print layout for multi format printing
•	Time to display image and time between two exposures to be mentioned.
•	Should provide large, at least 19 inches medical grade LCD image monitor with high luminance.
•	State of art associated software technology should be available with the data acquisition system.

•	It should be possible to receive the demographic patient data directly from Hospital Information System. The demographic patient data should also be able to be entered manually. Retrieval of images from CD, DVD or PACS should be possible.
•	It should be DICOM ready and mention the facilities related to connectivity. DICOM SEND (storage), DICOM storage commitment (storage commitment user) and DICOM print.
•	Tele radiology should be possible.
•	Film prints and CD, DVD copying should be possible.
VII	Reporting Work Station And Archiving
	The following monitors required are in addition to the acquisition workstation including monitor / monitors:
•	Two high contrast more than equals to 5 megapixel medical grade dual monitors to meet the standard of 50µ / pixel
•	Another multimodality viewer for display of ultrasound, MRI /DX /MG PET/CT images
•	Kindly mention whether work station can do an immediate image display. Please mention the time to display image after acquisition
	The following imaging processing should be possible on the work station also:
a.	Measurements
b.	Zoom, roam, magnification. Quadrant zooming or selected zooming function should be available
c.	Brightness and contrast
d.	Image inversion
e.	Flip rotate inward
f.	Annotations, measurements
g.	Image evaluation like contrast enhancement histogram display, length measurements before and after comparison etc.
h.	Filming and CD, DVD copying should be possible
i)	Dedicated mammography keypad
•	There should be a DVD ROM drive; The RAM should be minimum 16GB. The storage capacity should be more than more than 200,000 images. Hard disk capacity should be expandable (1TB or more).
VIII	FFD BASED STEREOTACTIC BIOPSY SYSTEM
	The system should be patient comfortable, efficient and accurate with

•	h good image quality. It should be fully compatible with Full field digital detector
•	Should be possible in upright position.
•	Should have facility for needle core biopsy, fine needle aspiration and wire localization.
•	Should be based on the main imaging detector.
•	Motorized/battery powered mobile biopsy chair cum couch of reputed brand suitable for Stereotactic biopsy in sitting and lateral decubitus position.
•	Should have facility to do stereotactic biopsy automated on all the three axis.
•	The needle guides for fine needles and needles for core biopsy of 14 G OR 16G OR 18 G should be supplied.
•	Biopsy compression plate with window for vertical needle guidance to be provided.
•	Tube swivel range minimum of +15 to -15 degree.
IX	3D TOMOSYNTHESIS
•	Inclusive of any specific tomosynthesis compression paddles if required
•	Please specify the scan angle
•	Time for tomosynthesis acquisition (Sec) should be < 25 sec
	Tomosynthesis Angle : ± 20 degree or more
	Tomo guided biopsy facility should be available.
•	Number of projections - Please specify
•	Distance between reconstructed slices-1mm or less
•	Display on the Workstation monitor-projections, reconstructed slices, cine mode, dose per projection, dose per scan
X	CONTRAST ENHANCED MAMMOGRAPHY to be provided.
XI	should be available :
	Price of compatible VAB (Vacuum assisted biopsy) system should be separately quoted for future procurement, if required.
	Standard Accessories :
	Vendor Neutral Compatible CAD to be provided
	Compatible Breast Density Assessment software to be provided

XII	MISCELLANEOUS:
•	Should be supplied with transparent lead radiation shield, face shield, remote service modem, quality control tool kit, user manual, technical documentation etc.
•	Dedicated online UPS for the entire machine and accessories supplied including the work station shall be provided for a minimum backup of 30 minutes.
•	Should be supplied with ACR phantom, phantom for calibration of AEC, phantom for calibration of image detector.
•	The digital mammography unit with all features as per specification as well as the stereotactic system and 3D Tomosynthesis should be European CE (4 digit notified body) / US FDA approved. Equipment should be AERB approved.
•	One dedicated mammography view box with shuttering along four corners, luminous intensity 4000cd/m ² , and minimum of 4 films display.
•	The offered unit and its installation must conform to AERB guidelines and site approval plan from AERB has to be done by the company at no extra cost.
•	Onsite Application Training at the time of installation to train all faculty members and technicians in machine operations and other procedures.
	<p>Following Essential books of latest edition with hardcover on BREAST IMAGING to be supplied:</p> <ol style="list-style-type: none"> 1) Breast imaging by Drs. Debra M. Ikeda and Kanae K. Miyake. 2) Teaching Atlas of Mammography by Laszlo Tabar, Peter B. Dean. 3) Breast Ultrasound by A. Thomas Stavros. 4) Atlas of Mammography by Ellen Shaw De Paredes.
XIII	WARRANTY:
	The complete unit along with all the accessories (such as UPS, batteries, AC, and all third party items including consumables) should be guaranteed for a period of 5 years from the date of handing over the fully functional unit to the department of Radio-diagnosis
	Quality assurance (QA) testing of the equipment has to be done as per AERB guideline within warranty & CMC period.
XIV	POSTGUARANTEE COMPREHENSIVE MAINTENANCE CONTRACT (CMC) FOR FIVE YEARS
	CMC for 5 yrs (after 5 yrs warranty period) should include X ray tube, detector, and printer, UPS including battery, labour and spares for th

	e complete system which includes all the supplied accessories. The percentage of CMC is mentioned in the ATC clause of tender document
	The Detailed turnkey work is mentioned separately.

Revised Technical Specifications for Turnkey Work i.e. site preparation including interiors and Air-conditioning for Digital Mammography Machine

SI No	Technical Specification
1.	Area to be prepared including interiors: Carpet area of 313 sq. feet approx. Height of the room (up to false ceiling) is 3.0 m and above.
i)	The area should be properly lead shielded wherever required as per BARC norms. (Only covered space would be provided to the supplier)
ii)	Necessary brick work in 3 sides of the wall (if required) for compliance (thickening of wall) with AERB requirement should be done by the selected agency.
iii)	Both Equipment Room and Workstation Room should be Damp Proof and there should be no windows in the Room. Damp proof treatment wherever required should be done by the selected agency. Pest, termite and rodent control from authorized agency for the warranty & CMC period. The agency should submit certificate after the treatment.
iv)	The main power distribution inside the room need to be closed by wardrobe with air vents.
v)	Required modification and/or alteration of the room to be done by the vendor. Both concrete bench needs to be demolished/removed from the room.
vi)	Dedicated power required for running of equipment will be under the scope of supplier.
2.	Floor: Antistatic floor of premier quality double charged joint less Glazed ceramic tiles of size (800 x 800) mm. Levelling of Floor of Machine and Workstation Room.
3.	Ceiling: Modular type stainless steel false ceiling with raceway for wiring for machine & reporting room with sufficient high quality LED lighting (up to 400 LUX of illuminance) of reputed make.
	Wall: 10" partition wall to be constructed between workstation room and machine room as per AERB guideline by the vendor. Wall tiles of

4.	premier quality double charged joint less Glazed ceramic tiles of size (600 x 300) mm to be fixed in all the walls upto the false ceiling heights. Wall specification should be as per BARC norms. One 120 cm x 100 cm lead glass with 2mm thickness to be fixed on the partition wall for viewing.
5.	Door for Mammography room: Wooden (with lead shielding as per AERB norms) Lead Shielding of Door of Examination Room. The 2 (two) numbers of existing doors to be replaced with new one (TATA Provash)
6.	Paint: 2 coats synthetic enamel paints over 2 coats primer over wall putty (if required).
7.	Air-conditioning machine: The entire carpet area should be air-conditioned with AC machines of appropriate tonnage and with 100% backup. AC machines having 5 star rating having appropriate capacity to bring down and maintain ambient room temperature up to 22° Celsius as per requirement. There should be sufficient number of the AC machines to run the service round the clock and uninterrupted in case of breakdown of any of the AC machine(s). A/C ducting to prepare, if required
	At least 3 number 2 ton AC for machine room and 2 number 1 ton AC for workstation room to be supplied.
	Indicative AC Make: O General/ Hitachi/Mitsubishi/Daikin
8.	Wiring System:
a)	Light, Fan, 5 Amp Plug: 3 X 1.5 sq. mm copper conductor FRLS wires should be provided.
b)	Power Plug (15 Amp): 2 X 2.5 + 1 X 1.5 sq. mm copper conductor FRLS wire should be provided.
c)	Split AC wiring: 2 X 4 + 1 X 2.5 sq. mm copper conductor FRLS wires should be provided.
9.	Earthing: 4 (Four) nos. Copper plate earthing as per PWD schedule.
10.	Dress changing room: A dress changing room with a small separate storage shelf/locker with keys and clothes hook, curtain with SS rods as per requirement
11.	Misc supply items: 2 nos - 80 liter Waste bin as per color code and 2 nos - 20 liter waste bins for the centre
12.	Fire Alarm & Detector: Fire Alarm (along with new / existing panel) should be provided in all rooms, wherever site modification is being carried out. Fire alarm shall comprise of fire panel, smoke / heat detectors
13.	Patient addressal system & signage to be provided

Note: The items mentioned above are indicative in nature

Furniture to be supplied:

a)	For workstation room <ul style="list-style-type: none"> • Console table of standard size -1 No.(Godrej/Featherlite) • Executive revolving chair with arm rest: 3 Nos. (Godrej/Featherlite)
b)	One wooden wardrobe with lock for keeping the compression pad & other machine accessories in machine room.
c)	3 Seater patient waiting chair and magazine racks (Godrej / featherlite)-2 nos.
d)	Fire sensors as per manufacturer specification (Honeywell /Ahuja / Johnson or equivalent) and hand held ABC extinguisher 2 kg -2 nos.
e)	Desktop Computer system with scanner and printer (B/W Laser) for reporting purpose. The system should be supplied with online UPS and necessary furniture.

Note: The items mentioned above are indicative in nature

Ø	The L1 bidder is requested to take necessary approval for the third party items before supply.
Ø	The hospital authority will provide required power at the designated site

14. WBMSCL's right to vary quantities:

WBMSCL reserves the right to increase the quantity (in case of need) of goods and related services and without any change in the unit prices or other terms and conditions of the Bid Documents.

Service Uptime in Warranty

- Working condition for a minimum period of 354 days out of a period of 365 days. (i.e. 97% Uptime).
- Call Log by E-mail/Phone.
- The response time to any fault should be not more than 6 hrs after call is logged.
- Maximum Downtime allowed without penalty: 72 hours.
- Time for rectification should not be more than 48 hours.
- Penalty beyond 72 hours downtime & if standby unit is not provided: The percentage of 0.5% of the invoice price of each week or part thereof, of delay unit actual delivery or performance up to a maximum deduction of 10% of the invoice price.
- The adequate Engineers to be deployed for attend the all break down call raise by the end user.

15. 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.

16. 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.

17. A prospective Tenderer requiring any clarification of the Bidding Documents shall contact WBMSCL in writing at procurement@wbmsc.gov.in

18. To give prospective Tenderers reasonable time in which to take an amendment into account in prep

aring their bids, WBMSCL may, at its discretion, extend the deadline for the submission of bids.

19. **Cost of Bidding**

The Tenderer shall bear all costs associated with the preparation and submission of its bid.

20. **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.

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

22. **Currencies of Bid**

The Tenderer shall quote

- i. The rate of the equipment & Domestic Goods in INR only
 - ii. Cost of Turnkey work in INR only.
 - iii. Cost of year wise CMC charges in INR only.
23. The objective of this bid is to ensure supply of best quality equipment at the most competitive price. If at any stage of the bidding, including at the stage of financial evaluation, it appears that the tendered rate is artificially hiked or is much lower compared to the prevailing market price and available rates of similar or identical composition with the government, WBMSCL reserves the right to cancel the bids.

24. **Confidentiality**

- Any effort by a Tenderer to influence WBMSCL in the examination, evaluation, comparison of the bids or contract award decisions may result in the rejection of its Bid.
- Notwithstanding Instructions to Tenderers from the time of bid opening to the time of Contract Award, if any Tenderer wishes to contact WBMSCL on any matter related to the bidding process, it should do so in writing.

25. THE DECISION OF THE WBMSCL AUTHORITY WILL BE FINAL AND BINDING IN THIS MATTER.

a) **Responsiveness of Bids**

- WBMSCL's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - i. Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract;
 - or
 - ii. Limits in any substantial way, inconsistent with the Bidding Documents, WBMSCL's rights or the Tenderer's obligations under the Contract;
 - or
 - iii. If rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive bids.

- b) **WBMSCL considers material deviation to include but not to be limited to the following si**

situations:

- a. During technical evaluation of bids (verification of formal criteria):
 - Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount or validity period.
 - Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature in the key portions of the bid form,
 - The Tenderer does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.
 - Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.

26. Domestic Preference

Companies based and manufacturing in India shall not be a factor in bid evaluation.

27. Financial evaluation

The financial bids of only those bidders who qualify in the technical bids will be opened.

28. WBMSCL's Right to Accept Any Bid and to Reject Any or All Bids

WBMSCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Tenderers.

29. Award Criteria

- In the event of a Contract award, WBMSCL shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- Before the award of Contract, WBMSCL may inspect the manufacturing facilities of the lowest evaluated responsive Tenderer to assess his capability to successfully perform the Contract as per the terms and conditions specified in the NIT.

30. Publication of Award of Contract

WBMSCL shall publish the Award of Contract in GEM portal.

31. Signing of Contract

- Prior to the expiry of the period of bid validity, WBMSCL shall issue Award of Contract (AOC). The draft agreement will be sent to the successful Tenderer along with the AOC and Special Conditions for Goods, if any.
 - Within 14 (fourteen) days of receipt of the AOC, the successful Tenderer shall sign and return the agreement to WBMSCL along with the required value of Performance Security in full as decided by WBMSCL.
32. Failure of the successful Tenderer to submit the Performance Security and sign the agreement within 14 (fourteen) days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

33. The following penalties shall be imposed against offences mentioned against each:

Nature of offence	Penalty to be imposed
Any wrong or misleading information provided by the Tenderer during submission of bids	a. Forfeiture of EMD b. May lead to blacklisting in FIRST PARTY for at least

	ast 5 years
Non execution of agreement within 14 working days of issue of AOC	<ul style="list-style-type: none"> a. Forfeiture of EMD b. Blacklisting for 5 years in FIRST PARTY c. Blacklisting to be circulated to all procurement agencies throughout the country
Supplying refurbished goods instead of new Breach of Agreement	<ul style="list-style-type: none"> a. Termination of Contract. b. Blacklisting for 5 years. c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee.

34. COURT OF LAW:

In case of any dispute in between the parties, the matter will be settled in appropriate Court of Law within Kolkata Jurisdiction

35. INSPECTION OF THE GOODS:

- All goods may be subjected to inspection and testing by FIRST PARTY or its designated representatives at all times and places including the period of manufacture and in any event prior to final acceptance by FIRST PARTY.
- Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the SECOND PARTY of any of its warranties or the performance of any obligations under the Contract.

36. For goods supplied from within or outside India

- a) For goods supplied from within or outside India, Purchaser retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory testing at its own cost.
- b) The Purchaser will retain the right to perform further inspections and quality testing at any time till the satisfactory installation of Goods, as it deems fit, at its own cost.

37. Should any inspected or tested goods fail to conform to the specifications, the purchaser shall reject them and the supplier shall replace the rejected goods free of cost to the purchaser, within a period of 30 (thirty) days of intimating such rejection

38. REJECTION OF GOODS:

Notwithstanding any other rights of, or remedies available to, FIRST PARTY under the Contract, in case any of the goods is defective or otherwise does not conform to the specifications or other requirements of the Contract, FIRST PARTY may, at its sole option, reject or refuse to accept the goods and the SECOND PARTY agrees promptly to replace the goods with goods of equal or better quality.

39. End of Life of the Equipment should not be less than 10 years.

40. Fraud and Corruption

- It is WBMSCL policy to require that Tenderers, suppliers and contractors and their subcontractors under WBMSCL contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, WBMSCL:
 - a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. Bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
 - ii. Extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation

- ;
- iii. Fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of WBMSCL or other participants;
 - iv. Collusion is the agreement between Tenderers designed to result in bids at artificial prices that are not competitive.
- b. Will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
 - c. Will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a WBMSCL registered Vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;
 - d. Will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;
 - e. Will normally requires a WBMSCL vendor to allow WBMSCL, or any person that WBMSCL may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.
- Any vendor participating in WBMSCL's procurement activities, shall facilitate to WBMSCL personnel upon first request, all documents, records and other elements needed by WBMSCL to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from WBMSCL vendor roster and may lead to suspension following review by WBMSCL Vendor Review Committee.
 - It is required that Vendors, their subsidiaries, agents, intermediaries and principals cooperate with WBMSCL Internal Audit Group as well as with other investigations authorized by WBMSCL or by the Government of West Bengal or the Central Government as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow WBMSCL to repudiate and terminate the contract and to debar and remove the supplier from WBMSCL's list of registered vendors.
41. 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 (10years = 5years + 5years CAMC) this period.
 42. The bidder has to provide full support after the end-of-life of the equipment up to 3 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 prorata basis.
 43. The bidder has to ensure and provide full support of the turnkey, 3rd party items upto 10years of end of life of the equipment.
 44. 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 10 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 (10+3) or 13 years
 45. **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&F W 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) **Breakdown Calls:** as many numbers as may be required to attend to resolve the complaint lodged by the end-users.
- f) **Preventive Maintenance:** The selected bidder should attend periodic planned preventive maintenances in the following manner:

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
Digital Mammography Machine	5	5	<ol style="list-style-type: none"> Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period. The supplier should provide Preventive Maintenance Services (PMS) yearly / bi - yearly / quarterly in equal interval to fulfill the minimum number of mandatory PMS as recommended in the previous column during warranty / CMC period. The preventive maintenance includes testing & calibration as per technical / service / operational manual, spares, all software updates and labour.

- g) The cost for Year wise CMC charges after completion of 5 (Five) 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:

TEM	CMC charges in percentage(%) for Year 6	CMC charges in percentage(%) for Year 7	CMC charges in percentage(%) for Year 8	CMC charges in percentage(%) for Year 9	CMC charges in percentage(%) for Year 10
Digital Mammography Machine	5.0	5.25	5.50	5.75	6.0

- h) **Periodic Calibration:** The selected bidder will also undertake periodic calibrations as would be required for quality certification desired by the end-user facilities

Note- i) All forms are attached in the Additional Scope of Work section

ii) Wherever mentioned, First party indicates WBMSCL/ The purchaser and the Second party indicates the bidder

Amendment-II

Who can Bid

1. Original Equipment Manufacturers (OEM) and their Indian Subsidiaries

OR

2. Sole Authorized Distributor / Dealer having Sales and after Sales Service Tie-up with the OEM

All the categories of the bidders should agree to remain responsible for providing Comprehensive Maintenance Services (including all spares) and consumables for the entire useful life of the Equipment during warranty and after expiry of the Warranty Period.

6. Warranty period of the supplied products shall be 5 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. 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)
11. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
12. 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.
13. 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.
14. Scope of supply includes Training: Number of employees to be trained

5

, Place for Training
at the consignee location
and Duration of training

2

days.

15. 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.
16. 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.
17. 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](#)