

Bid Corrigendum

GEM/2023/B/4174592-C1

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

Buyer Added Bid Specific Additional Terms and Conditions

1. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
West Bengal Public Health 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
West Bengal Medical Services Corporation Ltd
Account No.
105605003391
IFSC Code
ICIC0001056
Bank Name
ICICI BANK
Branch address
BIDHANNAGAR, SALT LAKE, SECTOR-V
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
3. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
4. Buyer Added text based ATC clauses
 1. Bidders may have to arrange for a functional demonstration of the offered equipment during technical evaluation of the bids at Kolkata, West Bengal only, if desired by the Tender Inviting Authority (TIA).
 2. **Experience Criteria:** Bidder should submit following documents of same / similar type of medical/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 2022:
 - Proof of installation (Installation certificate / Service report duly signed by the hospital / laboratory/healthcare facility) of the same / similar type of medical equipment

OR

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

3. 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.

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

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

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

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

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

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

6. Availability of Service Centers: OEM / Bidder must have a Functional Service Centre in **Kolkata** and have capability of providing service throughout West Bengal.

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

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

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

10. Service Uptime in Warranty

a. Working condition for a minimum period of 354 days out of a period of 365 days. (i.e. 97% Uptime)

b. Call Log by E-mail/Phone.

- c. The response time to any fault should be not more than 6 hrs after call is logged.
- d. Maximum Downtime allowed without penalty: 72 hours.
- e. Time for rectification should not be more than 48 hours.
- f. 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 7% of the invoice price.
- g. The adequate Engineers to be deployed for attend the all break down call raise by the end user.

11. 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 price 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

12. Bidders shall quote only those products in the bid which are not obsolete in the market and has a least 05 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

13. Bid Validity: 2(two) years from the date of Tender publication **(Bidders are requested to ignore Bid Validity of 180(One Hundred and Eighty Days mentioned above in the Bid Document).**

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

14. Pre-Bid Meeting : Thursday , November 09 ; 01:00 pm onwards

Physically presence of the bidders are mandatory at 2nd Floor Conference Room of West Bengal Medical Services Corporation (WBMSC), at 2nd floor , Swasthya Sathi Building, Swasthya Bhawan , Kolkata - 700091

15. Bidders are requested to consider average annual turnover as 1.8 lacs and ignore 2 lacs mentioned above in the bid document

16. The cost for Year wise CMC charges after completion of 2(Two) years warranty in percentage of the sum of quoted price of the equipment bided by the selected bidder(s) in the following manner :-

ITEM NAME	CMC charges in percentage(%) for Year 3	CMC charges in percentage(%) for Year 4	CMC charges in percentage(%) for Year 5	CMC charges in percentage(%) for Year 6	CMC charges in percentage(%) for Year 7
Turbidity Meter	3.00	3.50	4.00	4.50	5.00

17. Bidders are requested to ignore Technical Specifications given above in the link and consider the Technical Specifications given below:-

Digital Turbidity Meter

Application: Turbidity meter is used for the detection of turbidity of liquids and aqueous solutions.

Specification	Requirement
Type	Bench Top
Range	0-1000 NTU
Principle of Operation	Nephelometric
Automatic Range Selection	0.01 to 19.99 NTU, 20.0 to 99.9NTU, 100 to 1000 NTU
Accuracy	±2% of reading ±1 digit for 0—500 NTU ± 3% of reading ± digit for 501—1000 NTU
Response Time	Less than 6seconds
Calibration	4points
Calibration Kit	Set 3sample vials
Resolution	0.01 NTU (0 to 19.99 NTU), 0.1 NTU(20 to 99.9 NTU), 1NTU(100 to 1000 NTU)
Display	Digital LED
Light Source	Tungsten halogen Lamp/Infra-Red Emitting diode
Detector	Photo Diode
Connectivity	USB / RS232 interface
Operating manuals, Service manuals, other manuals	<p>Should provide:-</p> <ul style="list-style-type: none"> 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 doc

	umentation, if any
Recommendations or Warnings	Any warnings would be adequately displayed
Warranty	2(two) years after satisfactory installation and working excluding Consumable parts and accessories.
Training	The supplier will have to carry out successful Installation at the laboratory premises (where ever the system has to be installed) and provide onsite comprehensive training for a minimum of two scientific personnel operating the system till customer satisfaction.
List of Spares and Accessories	Instrument should have all the standard accessories like Silicone oil, oiling cloth, filter assembly, sample cells with caps, turbidity standardization kit, Calibration kit, NIST traceable standard solutions And dust cover at the time of supply
UPS	UPS/ Stabilizer as required for functioning the equipment
Quality Requirement	<ul style="list-style-type: none"> Should be compliant with the requirements of FDA/CE/BIS/CDSCO Electrical safety conforms to the standards for electrical safety IEC60601-General requirements (or equivalent BIS Standard) Certified to be compliant with IEC 61010-1, IEC61010-2-40 for safety Should have necessary certification for safety and quality standards from national /international bodies
IQ/PQ/OQ	On site IQ, OQ of instrument along with document to be Provided & supplier to assist till satisfactory PQ of instrument
After sales service/Post warranty	<ul style="list-style-type: none"> Contact details of manufacturer, supplier and local service agent to be provided, including toll free/ Landline Number; Should have a good after sales service/technical support capable of reaching at short notice the places where instrument is installed. Visits and unlimited breakdown calls by service/ application support, engineers should attend immediately without fail. Should carry out yearly PM with at least one PM kit. Comprehensive AMC cost/rate for 5(five) years after warranty shall be quoted. Terms and conditions for the comprehensive AMC ,after the warranty period has to be specified

Compliance statement	The quote should also include a compliance statement vis-à-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 and submitted will result in disqualification.
Payment	Payment only after installation, validation and performance demonstration
Calibration	Calibration from NABL accredited laboratory to be renewed yearly by vendor within warranty period
Certificate	European CE / US FDA/CDSCO/BIS

18. **Quality Requirement to be as per communication of FSSAI(E File No. C QA-13012/38/2021-QA FSSAI) Dated:27/06/2023 in response to letter of CFS(284/HF/CFS/1A-29/2022) Dated 28.04.2023.**

Form-A: Consignee Receipt Certificate (CRC)

(To be issued by consignee’s authorized representative)

[The consignee may issue an additional challan receipt if delivered by courier or transporter]

Date of supply by the Company Person or Courier:	
Name and Address of the Consignee:	
Name of the item supplied (with Make & Model & Model No.):	
Purchase Order /Contract No.:	
Name of the Supplier:	
No. of Units supplied :	
No. Of Box supplied :	

Place of destination (The dept. where the equipment will be actually installed)	
Invoice No. & Date:	
Details of Batch /Serial Numbers, if any of item supplied:	
<p>.....</p> <p>(Signature & 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 along with all the standard and special accessories, consumables, set of spares in accordance with the contract/technical specification of the equipment and site preparation including interiors as per bid document.

Details of equipment, accessories, consumables, spares, etc.

SI	Description	Quantity	Serial No. / Part No.
1			

2			
3			
4			
5			

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

The supplier has also submitted the following,

1. Tools for maintenance
2. Detailed operation and maintenance manual both in hard and soft copy for each item of supply at each location

The proving test has been done to our entire satisfaction. The equipments, its accessories and ancillaries of the site preparation including interiors is functioning satisfactorily and faultlessly

Declaration by Unit Head (HOD/MO-IC/Others) :

Sticker designed by NHM is fitted with the equipment Yes No

Signature

with Stamp :

Name (in Block)

P.T.O.

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

SI	Name	Designation	Contact No	E-mail ID (In CAPS)	Signature

1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

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

Countersigned by the head of the institute / hospital:

Signature _____

Name _____

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

Designation with stamp _____ Date _____	Name (in Block): Designation with Stamp:
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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. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
8. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
9. Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
10. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
11. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope
 All spare parts & labour
 (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)
12. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
13. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name West Bengal Medical Services Corporation Ltd
 Account No.
 105605003391
 IFSC Code
 ICIC0001056
 Bank Name
 ICICI BANK
 Branch address
 BIDHANNAGAR, SALT LAKE, SECTOR-V
 . Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

14. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
15. Scope of supply includes Training: Number of employees to be trained
5
, Place for Training
at the consignee location
and Duration of training
2
days.
16. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.
17. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
18. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
19. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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