

## Bid Document

| Bid Details                                                                  |                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid End Date/Time</b>                                                     | 28-12-2022 18:00:00                                                                                                                                                                                                                                                                                                                |
| <b>Bid Opening Date/Time</b>                                                 | 28-12-2022 18:30:00                                                                                                                                                                                                                                                                                                                |
| <b>Bid Offer Validity (From End Date)</b>                                    | 30 (Days)                                                                                                                                                                                                                                                                                                                          |
| <b>Ministry/State Name</b>                                                   | West Bengal                                                                                                                                                                                                                                                                                                                        |
| <b>Department Name</b>                                                       | Health And Family Welfare Department West Bengal                                                                                                                                                                                                                                                                                   |
| <b>Organisation Name</b>                                                     | West Bengal Medical Services Corporation (wbmsc) Kolkata                                                                                                                                                                                                                                                                           |
| <b>Office Name</b>                                                           | West Bengal                                                                                                                                                                                                                                                                                                                        |
| <b>Total Quantity</b>                                                        | 2                                                                                                                                                                                                                                                                                                                                  |
| <b>Item Category</b>                                                         | Hot plate (Q3)                                                                                                                                                                                                                                                                                                                     |
| <b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>           | 2 Lakh (s)                                                                                                                                                                                                                                                                                                                         |
| <b>Years of Past Experience Required for same/similar service</b>            | 3 Year (s)                                                                                                                                                                                                                                                                                                                         |
| <b>MSE Exemption for Years of Experience and Turnover</b>                    | No                                                                                                                                                                                                                                                                                                                                 |
| <b>Startup Exemption for Years of Experience and Turnover</b>                | No                                                                                                                                                                                                                                                                                                                                 |
| <b>Document required from seller</b>                                         | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| <b>Bid to RA enabled</b>                                                     | Yes                                                                                                                                                                                                                                                                                                                                |
| <b>RA Qualification Rule</b>                                                 | H1-Highest Priced Bid Elimination                                                                                                                                                                                                                                                                                                  |
| <b>Type of Bid</b>                                                           | Two Packet Bid                                                                                                                                                                                                                                                                                                                     |
| <b>Time allowed for Technical Clarifications during technical evaluation</b> | 2 Days                                                                                                                                                                                                                                                                                                                             |
| <b>Evaluation Method</b>                                                     | Total value wise evaluation                                                                                                                                                                                                                                                                                                        |

### EMD Detail

|               |       |
|---------------|-------|
| Advisory Bank | ICICI |
| EMD Amount    | 3000  |

### ePBG Detail

|                                     |       |
|-------------------------------------|-------|
| Advisory Bank                       | ICICI |
| ePBG Percentage(%)                  | 3.00  |
| Duration of ePBG required (Months). | 26    |

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

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

**Beneficiary:**

Managing Director

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

**Splitting**

Bid splitting not applied.

**MSE Purchase Preference**

|                         |    |
|-------------------------|----|
| MSE Purchase Preference | No |
|-------------------------|----|

**MII Purchase Preference**

|                         |    |
|-------------------------|----|
| MII Purchase Preference | No |
|-------------------------|----|

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

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

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1

- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### Pre Bid Detail(s)

| Pre-Bid Date and Time | Pre-Bid Venue                      |
|-----------------------|------------------------------------|
| 16-12-2022 14:00:00   | 2nd Floor, Conference Hall, WBMSCL |

#### Hot Plate ( 2 pieces )

|            |           |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

#### Technical Specifications

|                              |                          |
|------------------------------|--------------------------|
| Buyer Specification Document | <a href="#">Download</a> |
|------------------------------|--------------------------|

#### Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address                                           | Quantity | Delivery Days |
|-------|-----------------------------|---------------------------------------------------|----------|---------------|
| 1     | Anish Barik                 | 700091,Swasthya Sathi, GN-29, Sector V, Salt Lake | 2        | 30            |

### Buyer Added Bid Specific Terms and Conditions

#### 1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address At West Bengal Public Health Laboratory, Central Laboratory (Food), KMC, and Regional Food Testing Laboratory, Siliguri.

#### 2. Generic

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.

#### 3. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name West Bengal Medical Services Corporation Ltd. Account No. 105605003391 IFSC Code ICIC0001056 Bank Name ICICI BANK Branch address BIDHANNAGAR, SALT LAKE, SECTOR-V.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. 1. Bidders may have to arrange for a functional demonstration of the offered equipment during technical evaluation of the bids at Kolkata, West Bengal only, if desired by the Tender Inviting Authority (TIA).
2. **Experience Criteria:** Bidder should submit following documents of same / similar type of medical equipment in support of supplies made to Govt. hospitals or reputed private hospitals or laboratories for the period of last three calendar years ending December 2021:
  - Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) of the same / similar type of medical/ laboratories equipment
  - OR
  - Proof of payment against supply and installation of the same / similar type of medical/ laboratories 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 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 submit in a table duly signed and stamped by chartered accountant.
5. **Preference for S.S.I. units registered in West Bengal & PSUs in West Bengal:**  
 In addition to all other terms and conditions as stated herein, the relevant provision of memo no. 10500F dated 19.11.2004 with subsequent amendments issued by Finance Department; Govt. of West Bengal shall also apply.  
**EMD Exemption of other State MSME allowed.**  
**EMD Exemption of bidders having Annual Turnover of Rs 500/-crore and above allowed.**  
**EMD Exemption of bidders having credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the PRIMARY Product/Primary Service for which the bid has been invited is allowed.**
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. **Imposition of restrictions on bidder as per Memorandum bearing West Bengal Finance Department Memo No. 202-F(Y) Dated 18.01.2021 read with F.No.6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Government of India** where has been clearly mentioned that, any bidder from a country which shares a land border

with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including sub-contracts and turnkey projects) only if the bidder is registered with the Competent Authority.

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

The medical equipment should be USFDA/CE (4 digit European notified body). The organization those are issued CE certificate should be enlisted in the above link. If any clarification required, the bidder should show us the document in the above link. The Quoted model name & make should be mentioned in the certificate.

**11. 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.

**12.** WBMSCL reserves the right to increase the quantity in case of need / or to decrease the quantity of goods and related services originally specified in the bid document, Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Bid Documents.

**13. Pre-Bid Meeting :** Friday, December 16 ; 2:00P.M-4:00P.M, Physically presence of the bidders are mandatory at Board Room of West Bengal Medical Services Corporation (WBMSCL), at 2nd floor , Swasthya Sathi Building, Swasthya Bhawan , Kolkata – 700091

**14. 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&FW 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) During the execution of CMC, the bidders have to submit 10% of security

deposit of the CMC value per year for the performance of the service. After the CMC period, the bidders will refund the same 10% value which was deposited to WBMSCL/Third party. If the CMC is executed year wise basis, then 10% PBG of the CMC value for that particular year must be deposited to WBMSCL/Third party and refund will be executed in the same way

f) The scope of work under CMC and its year wise rate for the same is noted in the table below:

| Equipment        | Mandatory preventive Maintenance Service (PMS) visit per year |          | Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------|---------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | Warranty                                                      | CMC      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>HOT PLATE</b> | <b>2</b>                                                      | <b>2</b> | <p>1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period.</p> <p>2. 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.</p> <p>3. The preventive maintenance includes testing &amp; calibration as per technical / service / operational manual, spares, all software updates and labour.</p> |

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 in the BOQ to be paid to the selected bidder(s) in the following manner:

| ITEM             | CMC charges in percentage(%) for Year1 | CMC charges in percentage(%) for Year2 | CMC charges in percentage(%) for Year3 | CMC charges in percentage(%) for Year 4 | CMC charges in percentage(%) for Year 5 | CMC charges in percentage(%) for Year 6 | CMC charges in percentage(%) for Year 7 | CMC charges in percentage(%) for Year 8 |
|------------------|----------------------------------------|----------------------------------------|----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>HOT PLATE</b> | 2.0                                    | 2.25                                   | 2.50                                   | 2.75                                    | 3.0                                     | 3.25                                    | 3.50                                    | 3.75                                    |

## **Technical Specification**

### **Hot Plate**

**Application:** Hot plates are generally used to heat liquids as a part of sample preparation for analysis

| <b>Specification</b>           | <b>Requirements</b>                                                                                                                                                                                                                                                                                             |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Heating Plate                  | Top Plate Material - Cast Iron<br>Top Plate Finish - Ceramic Coated resistant to acids, bases<br>Body Material - Mild Steel<br>Finish - Powder Coated<br>Should include a separate Temperature Control Unit with PTFE or any acid resistant cord connection<br>Ideal for heating samples and concentrated acids |
| Size (Dimension) & Shape       | 10 x 12 inches (minimum), Rectangular or Circular                                                                                                                                                                                                                                                               |
| Max. Heating Plate Temperature | Maximum temperature 250 <sup>0</sup> C and accept up to 2L flasks /1 L beakers                                                                                                                                                                                                                                  |
| Controller                     | Energy Regulator                                                                                                                                                                                                                                                                                                |
| Power Supply                   | 220 / 230 Volts, 50 Hz                                                                                                                                                                                                                                                                                          |

|                                                   |                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mandatory                                         | <ul style="list-style-type: none"> <li>· Overhead stirrer</li> <li>· PID Controller</li> <li>· Stainless steel heating plate</li> <li>· Support stand</li> <li>· Digital setting and display for temperature and time</li> <li>· Hotplate warning display while cooling till below 50°C</li> </ul>                                                    |
| Operating manuals, service manuals, other manuals | <p>Should provide: -</p> <ul style="list-style-type: none"> <li>· User, technical and maintenance manuals in English language</li> <li>· List of equipment and procedures required for local calibration and routine maintenance</li> <li>· Service and operation manuals to be provided advanced maintenance tasks documentation, if any.</li> </ul> |
| Recommendations or Warnings                       | Any warning signs would be adequately displayed                                                                                                                                                                                                                                                                                                       |
| Warranty                                          | Warranted for 3 years, after satisfactory installation and working excluding consumable parts and accessories.                                                                                                                                                                                                                                        |
| Training                                          | <p>The supplier will have to carry out successful Installation at the laboratory premises (where ever the system has to be installed)</p> <p>and provide on-site comprehensive training for a minimum of</p> <p>two scientific personnel operating the system till customer satisfaction</p>                                                          |

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| List of Spares and Accessories        | <p>List of all spares and accessories (including minor) with part numbers and price, required for maintenance and repairs in future after guarantee/warranty period should be attached</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Quality Requirement                   | <ul style="list-style-type: none"> <li>· Should be compliant with the requirements of FDA/CE/BIS Quality Certification: ISO certified</li> <li>· Should provide calibration certificates from NABL accredited agency every year during warranty &amp; CMC period. Calibration cost will have to be borne by the supplier</li> <li>· Equipment should be FDA / CE certified or equivalent standard of repute. It should be ISO 9001:2000 or other equivalent.</li> <li>· All calibration certificates must be from ISO 17025: 2017 certified laboratory</li> </ul>                                                                                                                                    |
| IQ/PQ/OQ                              | <p>On site IQ, OQ of instrument along with document to be provided &amp; supplier to assist till satisfactory PQ of instrument</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| After sales service/<br>Post warranty | <ul style="list-style-type: none"> <li>· Contact details of manufacturer, supplier and local service agent to be provided, including toll free/ Landline Number;</li> <li>· 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.</li> <li>· Should carry out yearly PM with at least one PM kit</li> <li>· Comprehensive AMC cost/rate for 3 years after warranty shall be quoted. Terms and conditions for the comprehensive AMC, after the warranty period has to be specified</li> </ul> |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Compliance statement | <p>The quote should also include a compliance statement vis-a- vis</p> <p>specifications in a "tabular form" clearly stating the compliance</p> <p>and giving justification, if any supported by technical literature-</p> <p>This statement must be signed, with the company seal, for its</p> <p>authenticity and acceptance that any incorrect or ambiguous</p> <p>Information found submitted will result in disqualification.</p> |
| Payment              | <p>Payment only after installation, validation and performance</p> <p>demonstration</p>                                                                                                                                                                                                                                                                                                                                                |

**Form-A: Consignee Receipt Certificate (CRC)**

**(To be issued by consignee's authorized representative)**

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

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

|                                                                                                                                                                                    |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Place of destination (The dept. where the equipment will be actually installed):                                                                                                   |  |
| Invoice No. & Date:                                                                                                                                                                |  |
| Details of Batch /Serial Numbers,if any of item supplied:                                                                                                                          |  |
| <p>.....</p> <p>(Signature &amp; Office Seal of authorized representative of Consignees with date)</p> <p>[Name and designation of the signatory to be written capital letter]</p> |  |
| <p>.....</p> <p>(Signature &amp; Office Seal of Head of the Institute/Hospital with date)</p> <p>[Name and designation of the signatory to be written capital letter]</p>          |  |

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

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

Bid Reference :

Award of Contract Reference :

Description of Equipment/Service :

Date of Commissioning :

Warranty up to :

This is to certify that the equipment(s) as detailed below has/have been received in good condition along with all the standard and special accessories, consumables, set of spares in accordance with the contract/technical specification of the equipment and site preparation including interiors as per bid document.

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

| SI | Description | Quantity | Serial No. / Part No. |
|----|-------------|----------|-----------------------|
|----|-------------|----------|-----------------------|

|   |  |  |  |
|---|--|--|--|
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |

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

The supplier has also submitted the following,

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

The proving test has been done to our entire satisfaction. The equipment, 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 WBMSCL 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.*

#### 5. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 7. **Service & Support**

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



comprehensive warranty shall be covering the following scope at the consignee location (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**

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

## 13. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name West Bengal Medical Services Corporation Ltd. Account No. 105605003391 IFSC Code ICIC0001056 Bank Name ICICI BANK Branch address BIDHANNAGAR, SALT LAKE, SECTOR-V. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## 14. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

## 15. **Generic**

Scope of supply includes Training: Number of employees to be trained 10 , Place for Training at the consignee location and Duration of training 2 days.

## 16. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

## 17. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## 18. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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

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

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