Bid Number: GEM/2021/B/1030173 Dated: 15-02-2021



Bid Document

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	Bid Details		
Bid End Date/Time	02-03-2021 12:00:00		
Bid Opening Date/Time	02-03-2021 12:30:00		
Bid Life Cycle (From Publish Date)	90 (Days)		
Bid Offer Validity (From End Date)	75 (Days)		
Ministry/State Name	West Bengal		
Department Name	Health And Family Welfare Department West Bengal		
Organisation Name	West Bengal Medical Services Corporation (wbmsc) Kolkata		
Office Name	West Bengal		
Total Quantity	1		
Item Category	Blood & Fluid Warmer		
OEM Average Turnover (Last 3 Years)	1 Lakh (s)		
Experience Criteria	3 Year (s)		
MSE Exemption for Years of Experience and Turnover	No		
Startup Exemption for Years of Experience and Turnover	No		
Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, OEM Authorization Certificate, OEM Annual Turnover *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		
Past Performance	50 %		
Bid to RA enabled	No		
Comprehensive Maintenance Charges Required	Yes		
Time allowed for Technical Clarifications during technical evaluation	2 Days		
Inspection Required	Yes		
Inspection to be carried out by Buyers own empanelled agency	Yes		
Type Of Inspection	Post Dispatch		
Name of the Empanelled Inspection Agency/ Authority	Board of Officers		
Evaluation Method	Total value wise evaluation		

EMD Detail

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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

- 1. 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.
- 2. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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.

 3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Blood & Fluid Warmer (1 pieces)

Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)		
Performance Parameters	Suitability of Device For surgical operations	Both		
	Dedicated Consumables and Blood/Fluid tubing required	No		
	Consumable dependency technology	NA if no consumable dependent		
	Technology of heat exchanger	Counter-current heat exchange		
	Increments of temperature in °C	1		
Flow Rate	Maximum flow at which warmer can heat blood or IV solution in mL/min from 10°C to ≥37°C	>=40		
	Priming Volume in mL	<=50		
Display Parameters	Type of display	LCD		
Other Parameters	Air or Vent Trap for disposable parts	No		
	Disposables Supplied with item	NA		
Miscellaneous Parameters	Warranty (Option of comprehensive warranty is available through bidding	2		

only, which if opted will			
supersede normal warranty in			
the catalogue)			

Comprehensive Maintenance Charges		
Warranty of required product	2 Year	
Comprehensive Maintenance Duration (Post Warranty)	3 Year	

^{*}Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

Additional Specification Parameters - Blood & Fluid Warmer (1 pieces)

Specification Parameter Name	Requirement (Allowed Values)		
24-02-2021	At 01:00 PM on 24-02-2021 (Wednesday) at Conference Hall 2nd Floor Swasthya Sathi Building WBMSCL Office. Interested bidders are invited to attend the pre-bid meeting physically or virtually through the following link – https://meet.google.com/pia-snpe-wyn Bidders may also send their query through email at procurement@wbmsc.gov.in by 12:00 noon of 24-02-2021 (Wednesday).		

^{*} Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	DEBASHIS GHOSH	700091,Swasthya Sathi, GN-29, Sector V, Salt Lake	1	15

Special terms and conditions for category Blood & Fluid Warmer

1.1. Comprehensive warranty:

Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares,. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables .Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.

2. Service centres:

Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address ,telephone numbers, e mails etc at time of making the supplies .It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled .Details of toll free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.

3. Source of supply:

It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them .

4. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and

provision of accompanying documentation shall take in to consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed .Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date , brief description of goods including quantity ,. Packing list reference number , country of origin of goods and any other relevant details. **5. Spare Parts:**

Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM . It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies . In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure exstock supply of consumables and spares for the equipments so that the same are available.

OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied

6. Installation, Training, Manuals:

Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and Supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations , training and manuals the same shall also be applicable.

7. Electrical safety checking:

Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent. In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.

8. Software:

All software updates should be provided free of cost during warranty period.

Bid Specific Additional Terms and Conditions

- 1.Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
- 2.Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Khidirpore Maternity Home 35/1, Ekbalpur Road, Khidirpur, Kolkata 700023, Mominpore.
- 3.Bidder Turn Over Criteria: 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 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.
- 4.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 SALTLAKE 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.
- 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. 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.**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
- 10.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 SALTLAKE 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.
- 11. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
- 12.Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.
- 13. 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.
- 14. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- 15. 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.
- 16. 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.
- 17. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- 18. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
- 19. Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority: Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid inviting Authority whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15 % of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value as defined/ decided in relevant policy.
- 20.OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Additional Clause For Comprehensive Maintenance Charges

- 1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. CMC shall not be including the consumables. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- 2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- 3.GST shall be included in the CMC Charges quoted.
- 4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on present value.

- 5. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- 6. While creating a bid or RA buyers shall indicate whether CMC is required against Yes/No options. If CMC Charges are included an option for number of years for CMC required after the warranty period shall be available. Under this options up to 5 years can be chosen for CMC charges beyond warranty period.
- 7.The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.
- 7.1. Buyer shall indicate number of years of warranty by selecting option of 2 or 5 available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable If 5 year CMC selected
 - CMC charges for first year after warranty period Percentage to be indicated- A 1
 - CMC charges for second year after warranty period Percentage to be indicated A2
 - CMC charges for third year after warranty period Percentage to be indicated A3
 - CMC charges for fourth year after warranty period Fixed amount to be indicated A4
 - CMC charges for 5th year after warranty period Percentage to be indicated A5
- 7.2. The calculation of CMC Charges shall take in to account of number of years of warranty and duration of CMC as specified while creating bid.
- 7.3. In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se- ranking of the bidders. The following are the variables.
- (i) Number of years for which CMC required.
- (ii) Number of years of warranty. The formula for calculating total cost including CMC charges shall be :

Total cost for evaluation= C+ C*(A1/100) /(1.10n) + A2/100/(1.10n+1)+ A3/100/(1.10n+2)+ A4/100/(1.10n+3) + A5/100/(1.10n+4)

- C Cost for equipment quoted and n shall be number of years of warranty specified
- If 2 year warranty specified n shall be 2 and if 5 year specified n shall be 5.
- A1,A2 A3 A4 A5 shall depend on how many years CMC selected If 3 year means only A1,A2 and A3 factor to be not taken in to account and A4 and A5 will not be applicable
- 7.4. CMC charges to be indicated for each subsequent year should be same or higher than preceding year.
- 7.5. The CMC charges shall be offered within range of 3 to 10% of cost of equipment.
- 8. Since CMC charges are to be paid only later for each year during CMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of equipment and not on basis of cost of equipment along with CMC Charges.
- 9. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable % as specified in bid on the total contract value including CMC Charges The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year .The bank guarantee for CMC shall be submitted to buyer directly.
- 10. In case of splitting of quantity equipment cost and CMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and CMC charges shall be matched year to year.
- 11. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.
- 12. The above terms and conditions shall be part of the bid as well as part of the contract.

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.

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