

Bid Corrigendum

GEM/2022/B/2773986-C2

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 At 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 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
4. 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.
5. 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. 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 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 2021:
 - Proof of installation (Installation certificate / Service report duly signed by the hospital / laboratory/healthcare facility) of the same / similar type of laboratory equipmentOR
 - Proof of payment against supply and installation of the same / similar type of laboratory 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. 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. 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. Pre-Bid Meeting : Tuesday , November 29 ; 12:00 Noon

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

12. 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 :-
Butyro Refractrometer Reading System with Temprature Control	3.00	3.50	4.00	4.50	5.00

AMENDMENT I

In page 2 of Bid Document

MSE Purchase Preference

<p>↓</p> <p>MSE Purchase Preference</p>	<p>↓</p> <p>No</p>
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Amendment II

1. **Revised Technical Specification of Butyro Refractrometer Reading System with Temperature Control**

Application: It is an automated small instrument used for measuring refractive index of animal and vegetable fats and oils.	
Specification	Requirement
Function	Checking purity and adulteration of fats and oils
Features	Automated Operating system with LCD/LED screen directly without manual alignment can connect PC with RS232 interface; The required data to be displayed on the screen, including: the date, temperature, refractive index, concentration, and amended in accordance with the current temperature
Measurement Range	Concentration 0;95% Refractive Index 1.3000 - 1.7000 or better
Automatic Temperature Control	Through Peltier
Concentration	0-80%
Resolution	Butyro 0.1% RI 0.0001
Measurement Accuracy	Butyro +0.5% (at 4 ⁰ C) RI ±0.0003 (at 40 ⁰ C)
Precision (Reproducibility)	Butyro ± 0.05 RI ± 0.0001
Measurement	

Temperature	15 ⁰ C to 60 ⁰ C or better
Temperature Accuracy	± 0. 1 ⁰ c
Ambient Temperature Sample	1 ⁰ to 40 ⁰ C
Response Time	≤5 sec
Sample Volume	≤2 ml
Certified Reference Materials	Refractive Index Certified Reference Materials (CRMs) Certified reference material used for calibration and verification for refractive index at 200C, 400C,500C (minimum volume 25 mL)
Operating manuals, service manuals, other manuals	Should provide:- <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 documentation, if any.
Recommendations or Warnings	Any warning signs would be adequately displayed
Warranty	Warranty for 2(two)-years, after satisfactory installation and working excluding consumable parts and accessories. Should carry out yearly PM with at least one PM kit during warranty
Service Support	Contact details of manufacturer, supplier and local service agent to be provided, including toll free1 Landline Number; Any Contract (AMC/CMC/adhoc) to be declared by the manufacturer
	The supplier will have to carry out successful Installation at the laboratory premises (where ever the system has to be installed) and provide on-site

Training	comprehensive training for a minimum of two scientific personnel operating the system till customer satisfaction
List of Spares and Accessories	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
UPS	UPS as required for functioning of the equipment with backup 30 mins.
Quality Requirement	<ul style="list-style-type: none"> - Should be compliant with the requirements of FDA/CE/BIS Electrical safety conforms to the standards for electrical safety IEC 60601- General requirements (or equivalent BIS Standard) - Should have necessary certification for safety and quality standards from national/ international bodies - All Calibration certificate from ISO- 17025:2017 certified laboratory
IQ/PQ/OQ	On site IQ, OQ of instrument along with document to be provided & supplier to assist till satisfactory PQ of instrument
Compliance statement	The quote should also include a compliance statement vis-a- 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 submitted will result in disqualification.
	<p>After 2(two) years of warranty period; 5(five) years of CMC shall be undertaken by the supplier. This would also include:</p> <ol style="list-style-type: none"> i. Preventive maintenance service: The seller will provide a minimum of two Preventive Maintenance Service visits during a year to the operating base to carry out functional checkups and minor adjustments/tuning as may be required. ii. Breakdown Maintenance Service: In case of any breakdown of the equipment/system, on receiving a call from the buyer, the seller is to provide maintenance service to make the equipment/system serviceable.

Outage conditions	<p>iii. Response time: The response time of the seller should not exceed 48 hours from the time the breakdown intimation is provided by the Buyer.</p> <p>iv. Serviceability of 90o/" per year is to be ensured. This amounts to total maximum downtime of 37 days per year. Also un serviceability should not exceed 2 working days at one time. Required spares to attain this serviceability may be stored at site by the seller at his own cost. Total down timer would be calculated at the end of the year. If downtime exceeds permitted downtime 'Liquidated Damages' would be applicable for the delayed period.</p> <p>v. Maximum repair turnaround time for equipment/system would be 3 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment / system.</p>
Payment	Payment only after installation, validation and performance demonstration.

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.
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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),

Sl	Name	Designation	Contact No	E-mail ID	Signature
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				(In CAPS)	
1					
2					
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In case of space deficiency, another sheet with the same format can be annexed.

<p>Countersigned by the head of the institute / hospital:</p> <p>Signature _____</p> <p>Name _____</p>	<p>Signature of Unit Head:</p> <p>(HOD/MO-IC/Others)</p>
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7. Warranty period of the supplied products shall be : years from the date of final

Designation with stamp _____ Date _____	Name (in Block): Designation with Stamp:
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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.

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. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
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. 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.
12. 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)
13. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
14. 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.
15. 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.
16. 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.
17. 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 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the

risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

18. 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.
19. 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.
20. 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. 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 MSM 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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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