

## Bid Corrigendum

GEM/2023/B/4174711-C1

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

### Buyer Added Bid Specific Additional Terms and Conditions

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

3. Bidder should mention the bid reference number along with the quoted make and model of the equipment in the OEM certificate and the certificate should be issued to bidder from OEM after publishing of the bid.

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

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

- i. All registered Micro and Small Enterprises being manufacturer of the Primary Product Category or Service Provider of the Primary Service Category, whose credentials are validated online through Udyam / NSIC (National Small Industries Corporation) database/ DIC (District Industries Corporation) database.**
- ii. Sellers of Primary Products/Primary Services having their credentials verified through the Vendor Assessment process in GeM.**
- iii. Sellers/ Service Provider having annual turnover of Rs 500 Crore or above.**
- iv. Sellers/ Service Providers of Primary Product Categories having BIS (Bureau of Indian Standards) certification.**

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

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

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

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

**.10. Service Uptime in Warranty**

- a. Working condition for a minimum period of 354 days out of a period of 365 days. (i.e. 97% Uptime)
- b. Call Log by E-mail/Phone.

- c. The response time to any fault should be not more than 6 hrs after call is logged.
- d. Maximum Downtime allowed without penalty: 72 hours.
- e. Time for rectification should not be more than 48 hours.
- f. Penalty beyond 72 hours downtime & if standby unit is not provided: The percentage of 0.5% of the invoice price of each week or part thereof, of delay unit actual delivery or performance up to a maximum deduction of 7% of the invoice price.
- g. The adequate Engineers to be deployed for attend the all break down call raise by the end user.

**11. WBMSCL's right to vary quantities:**

WBMSCL reserves the right to increase the quantity in case of need / or to decrease the quantity of goods and related services initially specified in Bid Document and without any change in the unit price or other terms and conditions of the Bid Documents.

Bidder must accept and agree to the fact that the bid and price will remain valid for a period of 2(two) years from the date of bid publication

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

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

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

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

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

**15.** 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 :-

<b>ITEM NAME</b>	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
pH Meter	3.00	3.50	4.00	4.50	5.00

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

## Technical Specifications

### pH meter

<b>Application:</b> For food analysis, pH adjustment of buffers, solvents etc. with comprehensive range of features and functions, making it suitable for general laboratory, QC and GLP based applications	
Specification	Requirement
Unit	Consisting of Tri-combination pH/ATC electrode with an  Electrode holder/arm with smooth movement and protection cover
Working pH range	0—14 pH
pH resolution	±0.01pH
Mv	Range 0± 1999 Accuracy ±1 mV Resolution 1 mV
Temperature Compensation	0 to 100°C with ATC
Temperature	Range -10 to +105°C Resolution 0.1°C Accuracy ±0.5°C  ATC range 0 to 100°
Calibration Points	<ul style="list-style-type: none"> <li>Should have 3 stage calibration with auto buffer recognition</li> <li>NIST traceable buffer set 500 ml each (pH 4.0, 7.0 &amp; 9.0 / 10).</li> </ul>
Alarm	Calibration reminder interval (1 to 999 hrs)

Temperature Compensation	Automatic
Display	Backlit blue LCD with operation icon  Digital display with 0.001 pH unit readability
Accessories	<ul style="list-style-type: none"> <li>• Extra Electrode</li> <li>• Standard buffer solution(pH 4.0, 7.0 ,9.0 x500 ml for each bottle)</li> <li>• Standard electrode holder</li> <li>• AC/DC Adaptor.</li> </ul>
Power	9VDC
Data storage& Output	<p>Data storage facility and record maximum and minimum Value.</p> <p>USB/RS.232C output and supplies Data connector cable.</p>
Documents Certificates  Performance and safety standards (specific to the device type); Local and/or international	<ul style="list-style-type: none"> <li>• Electrical safety conforms to the standards for electrical safety IEC 60601- General requirements (or equivalent BIS Standard)</li> <li>• Certified to be compliant with IEC61010-1,IEC61010- 2-40 for safety</li> <li>• Complete with IQ, OQ, PQ, Documents, Operations and Maintenance manuals</li> </ul>
Supplier/Manufacturer	Must be ISO certified for quality
	List of all spares and accessories (including minor) with part numbers

Service contract clauses, Including prices	<p>ers and price, required for maintenance and repairs in</p> <p>Future after guarantee /warranty period should be attached.</p>
Operating manuals, Service manuals, other manuals	<p>Should provide 2sets (hardcopy and soft-copy)of:</p> <ul style="list-style-type: none"> <li>• User, technical and maintenance manuals to be supplied in English language along with machine diagrams ;</li> <li>• List of equipment and procedures required for local calibration and routine maintenance;</li> <li>• Service and operation manuals(original and copy)to be provided</li> <li>• Certificate of calibration and inspection</li> </ul>
Operation and Maintenance training	<p>The supplier will have to carry out successful installation at</p> <p>our laboratory premises (where ever the system has to be installed) and provide on—site comprehensive training for scientific personnel operating the system and support services till customer satisfaction with the system.</p>
After sales service/Post	<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 wh</li> </ul>

warranty	<p>ere instrument is i nstalled. Visits an d unlimited break down calls by serv ice/application support, engineers should attend im mediately without fail.</p> <ul style="list-style-type: none"> <li>Should carryout y early PM with at lea st one PM kit</li> </ul>
Compliance statem ent	<p>The quote should also include a compliance s tatement vis-à-</p> <p>vis specifications in a “tabular form” clearl y stating the complia nce and giving justifi cation, if any support ed by technical litera ture. This statement must be signed, with the company seal, fo r its authenticity and acceptance that any incorrect or ambiguo us information found submitted will result i n disqualification.</p>
Warranty	2 years after satisfact ory installation and wo rking excluding consu mables parts and acce ssories.
Payment	<p>Payment only after ins tallation, validation an d</p> <p>Performance demonst ration</p>
Certificate	CE/ US FDA/ BIS/CDSCO

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

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

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

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

Date of supply by the Company Person or Courier:	
Name and Address of the Consignee:	
Name of the item supplied (with Make & Model & Model No.):	
Purchase Order /Contract No.:	
Name of the Supplier:	
No. of Units supplied :	
No. Of Box supplied :	
Place of destination (The dept. where the equipment will be actually installed)	
Invoice No. & Date:	
Details of Batch /Serial Numbers, if any of item supplied:	
<p align="center">..... (Signature &amp; Office Seal of authorized representative of Consignees with date) [Name and designation of the signatory to be written capital letter]</p>	
<p align="center">..... (Signature &amp; Office Seal of Head of the Institute/Hospital with date) [Name and designation of the signatory to be written capital letter]</p>	



**Form B: Satisfactory Installation Certificate (SIC)****(To be issued by the consignee after successful commissioning of equipment)**

Bid Reference :

Award of Contract Reference :

Description of Equipment/Service :

Date of Commissioning :

Warranty up to :

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

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

SI	Description	Quantity	Serial No. / Part No.
1			
2			
3			
4			
5			

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

The supplier has also submitted the following,

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

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

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

Sticker designed by NHM is fitted with the equipment      Yes   No

Signature

with Stamp :

Name (in Block)

P.T.O.

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

SI	Name	Designation	Contact No	E-mail ID (In CAPS)	Signature
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

14					
15					

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

<p><b>Countersigned by the head of the institute / hospital:</b></p>     <p>Signature _____</p>     <p>Name _____</p>     <p>Designation with stamp _____</p>     <p>Date _____</p>	<p>Signature of Unit Head:  (HOD/MO-IC/Others)</p>     <p>Name  (in Block):</p>     <p>Designation with Stamp:</p>
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5. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
6. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
7. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
8. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
9. Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee

location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

10. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
11. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope  
All spare parts & labour  
(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)
12. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
13. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name West Bengal Medical Services Corporation Ltd  
Account No.  
105605003391  
IFSC Code  
ICIC0001056  
Bank Name  
ICICI BANK  
Branch address  
BIDHANNAGAR, SALT LAKE, SECTOR-V  
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
14. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
15. Scope of supply includes Training: Number of employees to be trained  
10  
, Place for Training  
at the consignee location  
and Duration of training  
2  
days.
16. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
17. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
18. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - iv) The Seller becomes bankrupt or goes into liquidation.
  - v) The Seller makes a general assignment for the benefit of creditors.

- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

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

## Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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