Bid Number: GEM/2022/B/2771998
Dated: 30-11-2022

Bid Corrigendum

GEM/2022/B/2771998-C3

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. Buyer Added text based ATC clauses

   ATC:

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. <u>Service Uptime in Warranty</u>

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** : Wedneday , November 30 ; 12:00 Noon – 2:00 PM
Physically presence of the bidders are mandatory at Board Room of West Bengal Medical Services Corporation (WBMSC), at 2nd floor , Swasthya Sathi Building, Swasthya Bhawan , Kolkata – 700091

Amendment -I

Pre-Bid Meeting : Tuesday , November 29 ; 12:00 Noon – 4:00 PM
Physically presence of the bidders are mandatory at Board Room of West Bengal Medical Services Corporation (WBMSC), at 2nd floor , Swasthya Sathi Building, Swasthya Bhawan , Kolkata – 700091

Technical Specifications

Electric Coil Stove

Specification	Specification Name	Bid Requirement (Allowed Values)
Construction	**Number of Burners**	1
	Stove Body Material	Stainless Steel
	Heating Element Diameter	7.5 inch Or higher
	Hot Plate Type	Theeta Coil Hot Plate
Technical Specification	**Power Consumption**	1500 W Or higher
Additional Information	**Warranty**	2 Years

Additional Specification Parameters - Electric Coil Stove

Specification Parameter Name	Bid Requirement (Allowed Values)
Certification	CE or USFDA or BIS

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:	
..... (Signature & Office Seal of authorized representative of Consignees with date) [Name and designation of the signatory to be written capital letter]	

.....

(Signature & Office Seal of Head of the Institute/Hospital with date)

[Name and designation of the signatory to be written capital letter]

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.

Sl	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 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.

Countersigned by the head of the institute / hospital: Signature _____ Name_____ Designation with stamp _____ Date _____	Signature of Unit Head: (HOD/MO-IC/Others) Name (in Block): Designation with Stamp:

Amendment I I

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Please ignore the GEM category Technical

specification and bidder should only consider the ATC technical specifications.

AMENDMENT III

In page 2 of Bid Document

MSE Purchase Preference

MSE Purchase Preference	No

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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. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
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. 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.
9. 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.
10. 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)
11. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
12. 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.
13. Scope of supply includes Training: Number of employees to be trained 20 , Place for Training at the consignee location and Duration of training 2 days.
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. 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.
16. 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.
17. 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.
18. 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.

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

This Bid is also governed by the General Terms and Conditions