

Bid Corrigendum

GEM/2023/B/3014276-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 Lady Dufferin Victoria(Kolkata), Ranaghat SDH(Nadia) , SSKM Hospita(Kolkata) , J R Dhar Bongaon SDH(North 24 pgns) Gangarampur SDH(Dakshin Dinajpur) , R.G.Kar MCH(Kolkata) J.N.M Kalyani MCH(Nadia) , Basirhat DH(Basirhat HD) Egra SDH(Purba Medinipur) , Bolpur SDH(Birbhum) , Tehatta SDH(Nadia) .
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. 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

ATC:

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 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 equipment
 - OR
 - Proof of payment against supply and installation of the same / similar type of medical equipment.

3. 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 is not allowed as per WBFD memo no. 10500F dated 19.11.2004; such bids shall liable to be cancelled.

4. Availability of Service Centers: OEM / Bidder must have a Functional Service Centre in **Kolkata** and have capability of providing service throughout West Bengal.
5. 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.
6. As many as number required, end user training must be provided within the warranty period without any charges.

7. 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.

8. Liquidated Damages for Delayed Delivery/ Delayed setting up of Services:

The percentage of 0.5% of the Invoice Price for each week or part thereof for each week or part thereof of delay until actual delivery or performance upto a maximum deduction of 5% of the Invoice price.

9. 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.
10. 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.
11. The medical equipment should be USFDA or European CE(4 Digit) Certified..

12.Pre-BidMeeting Monday January 30, 2023 12:00 noon – 3:00 PM

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

13. Please ignore the Technical Specifications given under Specifications. Kindly consider the Technical Specifications given [below:-](#)

Revised Specification of Pulse Oximeter

Specification	Specification Name	Bid Requirement (Allowed Values)
Performance Parameters	Type of Pulse Oximeter	TABLE TOP
	Special Signal processing Technology (Motion artifact rejection)	Masimo /Nelcor technology

	SPO2 probes	Reusable
	Display of SPO2 and PR	Digital display with plethysmograph with trends
	Type of Patient	Neonatal
	Should be shock proof	Yes
	Display (with contrast adjustability)	LCD/TFT display LED backlight
	Display should be Readable from at least 3 feet	Yes
	Saturation displayed on the screen	Yes
	Pulse Rate displayed on the screen	Yes
	Perfusion Index displayed on the screen	Yes
	Status of battery charging displayed on the screen	Yes
	Sensor off/on status	Yes
	Audible and visual Alarms	Yes
	Alarm override facility should be present	Yes
	Trends	72 Hrs or more
	Type of trend display	Tabular/Graphical
	Power source	Inbuilt re-chargeable battery and mains 220-240V, 50Hz AC operation
	Automatic switch from mains to battery in case of power failure	Yes
	RS 232C interface for data communication and transfer	Yes/No
	Should have provisions for wireless and bluetooth connectivity	Yes/No
	Patient extension cable	Yes
	Protective splash proof case for clean and storage and safe transport provided	Yes
	Length of power cable	3m or more
Probes	Type of probe	Neonatal
	Probe usage	Reusable
	Number of probes provided	Accessories to be supplied with each machine a) Reusable neonatal probes (flex with

		moulded or detachable type rubber or silicon made): 5(five) nos. b) Probe including cable: 1(one) nos.
NIBP Parameters	Non invasive blood pressure(NIBP)provided	No
	Type of BP monitoring	NA (If NIBP not provided)
	NIBP range in mmH	NA (If NIBP not provided)
	Cuff size	NA (If NIBP not provided)
	Number of cuffs provided	NA (If NIBP not provided)
	Warranty in years (without probes)	2 years
	Warranty for probes in years	The warranty of each probe should be minimum of 01(one) year. In case, a probe does not work within 1(one) year from the date of its first use, the bidder will have to replace it by a new one.
Reports	Confirmity to Manufactures Certification	ISO 9001 & ISO 13485
Additional Specification Parameters -Pulse Oximeters (88 pieces)		
Specification Parameter Name		Bid Requirement (Allowed Values)
Signal delay (Response time) Averaging time		<15 sec <3sec
Accuracy of SpO2 (70%-100%)		With motion ± 2 digits With low perfusion ± 2 digits
Accuracy of pulse rated		With motion ± 3 digits With low perfusion ± 3 digits
Certification		US FDA or CE ("Conformite Europeene") from European Union notified body having 4 digit identification number

Amendment I

3. 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 is not allowed as per WBFD memo no. 10500F dated 19.11.2004; such bids shall liable to be cancelled----- This point to be ignored

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>	

.....
(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.

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)

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.

Countersigned by the head of the institute / hospital:

Signature _____

Signature of
Unit Head:
(HOD/MO-IC/Others)

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

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. 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. 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. ICIC0001056 IFSC Code ICICI BANK 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 440 , 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 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.
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, 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](#)