

### Bid Corrigendum

GEM/2023/B/3275346-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  
Gyane. & Obs. Dept.  
Maharaja  
jitendra Narayan  
Medical College& hospital  
Coochbehar  
.
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. **EMD exemption will be as per FD Memo no. 375-F(Y), Dated 30<sup>th</sup> January, 2023.**
  3. **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 2022:  
☐ 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.

4. 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.
5. 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.
6. Availability of Service Centers: OEM / Bidder must have a Functional Service Centre in **Kolkata** and have capability of providing service as and when required.
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 & CMC period.
8. **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.
9. <https://ec.europa.eu/growth/toolsdatabases/nando/index.cfm?fuseaction=notifiedbody.main>  
The medical equipment should be USFDA and / or European 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.
10. **Pre-Bid Meeting** : Tuesday, 21<sup>st</sup> March ; 1:30 PM – 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

## **Amendment-I**

### **Hysteroscopy Telescope**

Specification	Specification Name	Bid Requirement (Allowed Values)
General Features	Working channel	5 fr.
	Type of Hysteroscope	Regular Hysteroscope
	Type of Hysteroscope Movement	Rigid
Construction	Telescope length (mm)	300, 302, 320, 330, 350, 360, 400 Or higher

	<b>Telescope Diameter (mm )</b>	4, 4.5, 5, 5.5, 6, 6.5, 7, 10 Or higher
Sheath	<b>Supply of Continuous-Flow Operating Sheath</b>	1, 2, Not Supplied
	<b>Supply Of Compatible Examination Sheath</b>	1, 2, Not Supplied
	<b>Supply of Continuous-Flow Examination Sheath</b>	1, 2, Not Supplied
Warranty	<b>Warranty (Years)</b>	2, 3, 4, 5, 7, 10 Or higher
Certifications	<b>Certifications</b>	US FDA, EU-CE, ROHS

### **Additional Specification Parameters - Hysteroscopy Telescope**

<b>Specification Parameter Name</b>	<b>Bid Requirement (Allowed Values)</b>
Telescope length (mm) <b>should be 300</b>	<b>Ignore</b> - 302, 320, 330, 350, 360, 400 Or higher
Telescope Diameter (mm) <b>should be 4</b>	<b>Ignore</b> - 4.5, 5, 5.5, 6, 6.5, 7, 10 Or higher
Supply of Continuous-Flow Operating Sheath <b>should be 6.5-7.5</b>	<b>Ignore</b> - 1, 2, Not Supplied
Supply of Continuous- Flow Examination Sheath <b>should be 5-6</b>	<b>Ignore</b> - 1, 2, Not Supplied
Warranty should be <b>2 years</b>	<b>Ignore</b> -2, 3, 4, 5, 7, 10 Or higher
Certifications should be <b>US FDA and European CE (4- digit notified body)</b>	<b>Ignore</b> - US FDA, EU-CE, ROHS
Extra requirements	Operating Hysteroscopic instrument 1) Scissor -2 no. 2) Grasper - 2 no. 3) Biopsy forceps - 2 no. 4)Bipolar Needle electrode and cable -2

11. **WBMSCL's right to vary quantities:**  
WBMSCL reserves the right to increase the quantity (in case of need) of goods and related services and without any change in the unit prices or other terms and conditions of the Bid Documents.
12. Any wrong or misleading information provided by the Tenderer during submission of bids may lead to summary cancellation of bid, blacklisting in WBMSCL for at least 5 years and forfeiture of EMD.
13. **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 10% of the invoice price.
- g. The adequate Engineers to be deployed for attend the all break down call raise by the end user.

**14. Language of Bid**

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and WBMSCL, shall be written in the English language. Supporting documents and printed literature that are part of the Bid, if submitted in any other language provided they are accompanied by an accurate translation of the relevant passages into English and duly authenticated.

15. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account.

**16. WBMSCL's Right to Accept Any Bid and to Reject Any or All Bids**

WBMSCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Tenderers.

17. **Comprehensive Maintenance Contract (CMC):** The selected bidder shall enter into CMC after expiry of warranty and CMC should include the following:

- a) The equipment including all other accessories, ancillaries and whole turnkey work as given in the specifications of the equipment including UPS, UPS Battery, AC machines and furniture etc.
- b) Bidders must enter in to the CMC with WBMSCL directly / third party as authorized by H&FW Dept/ WBMSCL etc. Bidder must accept the same CMC rate, if the CMC is offered by the third party/WBMSCL then no escalation, no extra cost will be provided. If any bidder failed to execute the CMC with WBMSCL or third party (as authorized by WBMSCL or H&FW Department), WBMSCL may initiate legal action against the selected bidder. The selected bidder may be debarred to participate in the future tender
- c) The execution of CMC of any equipment will be at sole discretion of the WBMSCL management.
- d) As per tender terms and condition third party items should be included within the CMC rate.
- e) **Breakdown Calls:** as many numbers as may be required to attend to resolve the complaint lodged by the end-users.
- f) **Preventive Maintenance:** The selected bidder should attend periodic planned preventive maintenances in the following manner:

Equipment	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
Hysterosco			1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period. 2. The supplier should provide Preventive Maintenance Services (PMS) yearly / bi - yearly / quarterly in equal interval to fulfill the minimum number of manda

py Telescope	2	2	tory PMS as recommended in the previous column during warranty / CMC period. 3. The preventive maintenance includes testing & calibration as per technical / service / operational manual, spares, all software updates and labour.
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- g) 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 in the BOQ to be paid to the selected bidder(s) in the following manner:

ITEM	CMC charges in percentage(%) for Year3	CMC charges in percentage(%) for Year4	CMC charges in percentage(%) for Year5	CMC charges in percentage(%) for Year6	CMC charges in percentage(%) for Year7
Hysteroscopy Telescope	3.0	3.25	3.50	3.75	4.0

- h) **Periodic Calibration:** The selected bidder will also undertake periodic calibrations as would be required for quality certification desired by the end-user facilities

**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 &amp; 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 &amp; 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.
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 \_\_\_\_\_

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

Name  
(in Block):



Date \_\_\_\_\_

Designation with Stamp:

**N.B.**

Please read **The minimum Average Annual turnover of the bidder (for 3 years)- 3 Lakh**

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**The minimum Average Annual turnover of the bidder (for 3 years)- 2.5 Lakh**

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. 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.
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. 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.
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. 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. 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.
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.

## 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](#)