

Bid Corrigendum

GEM/2023/B/3103213-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the 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 Alipurduar District Hospital, Alipurduar. West Bengal -.
 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 medical equipment in support of supplies made to Govt. hospitals or reputed private hospitals for the period 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. 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 from a chartered accountant with mentioning valid UDIN (Unique Document Identification Number). The document 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. 105 dated 19.11.2004 with subsequent amendments issued by Finance Department; Govt. of West Bengal shall also apply.

6. 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.

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

8. 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.

9. As many as number required, end user training must be provided within the warranty period with any charges.

10. 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 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.

11. <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 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.

12. 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.

13. Pre-Bid Meeting : Friday, February 10 ; 3:00 PM

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

14. WBMSCL reserves the right to increase the quantity in case of need / or to decrease the quantity goods and related services originally specified in Section IV, Schedule of Requirements, and without change in the unit prices or other terms and conditions of the Bid Documents

15. 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 party/WBMSCL then no escalation, no extra cost will be provided. If any bidder failed to execute CMC with WBMSCL or third party (as authorized by WBMSCL or H&FW Department), WBMSCL 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) The scope of work under CMC and its year wise rate for the same is noted in the table below:

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
Laparoscopy High Definition Imaging System with hand Instruments & Accessories	2	2	<ol style="list-style-type: none">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 fulfil the minimum number of mandatory 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.

The cost for Year wise CMC charges after completion of 2 (two) years warranty in percentage of the 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 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
Laparoscopy High Definition Imaging System with hand Instruments & Accessories	3.0	3.25	3.50	3.75	4.0

Amendment I

Please ignore Gem Technical Specifications and consider the Revised Technical Specifications given below

Revised Technical Specification of High definition Laparoscopic Surge System

--	--	--

Category	Specification	Bid Requirement
Full High Definition camera	Resolution of Camera in Pixels	1920X1080
	Technology of Camera	Digital Matrix Processing Technology
	Mode of Output	Digital and Analog
	Method of Input	Touch Screen/Keyboard
	Video output	DVI/ HD-SDI/HDMI
High resolution	Size of Monitor in inches	26.0 or higher
	Type of monitor	LED
	Provision of Cooling	Passive cooling
	Video inputs	DVI
	Video output of monitor	DVI/HDI
Light Source	Type of Light Source	LED
	Facility of Light Adjustment	Automatic/ manual
	Life of light bulb in Hours	10000 or more
Fibre optic light cable	Diameter in mm	4.5 mm OR more
Co2 insufflators	Co2 insufflator provided	Yes
	Flow rate in Litre per minutes	40-50
	Quick and precise Continuous	Fully Microprocessor Based

Telescopes	insufflations Telescopes size provided	i) 10 mm 30° qty. 1.
HD documentation system (Recorder system)	HD Documentation system with real time patient data entry provided	Yes
Mobile Video cart	Mobile Video cart provided	Yes
Miscellaneous Parameters	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	2
	Number of installation completed in Central/ State Government Hospitals (Documentary proof regarding installation to be submitted to buyer on demand at the time of supplies)	More than 3
Additional specification parameters- High definition Laparoscopic Surgery System		
Category	Specification	Bid Requirement
Monitor	Size of monitor in inches	26 inch or more

Hand instrument set	Additional Hand instruments	Mono polar Hook, Bi polar, Merry land grasper, Toothed grasper, Atraumatic grasper, Sucker irrigator 5 mm, Crocodile Grasper, 10 mm Trocker at least 2 pieces with canula (1 sharp & 1 safety), 5 mm Trockler -3 pieces , 7 mm Trockler - 1 piece, Laprocator 1 piece, Veress- needle (long, short), Port closer, Myoma screw, Scissors 1 piece. [all instruments should be US- FDA certified]
Certification	Certification	US FDA / European CE (4 digit Notified Body) / UKCE/ BIS

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

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

-
-
-
-
-
-

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. 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 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 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 ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contract 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 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 V 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 & 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 / engine 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. 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 to 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 reimburse 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. 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.
20. 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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, 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 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 a 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 being 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 in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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](#)