

Bid Corrigendum

GEM/2023/B/3194584-C4

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
Department
of
Respiratory
Medicine
at IPGMER-SSKM Hospital
.
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
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. 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 30th 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 m

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. **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.

10. **Earnest Money Deposit (EMD) (E)**

- Any bid not accompanied by a substantially responsive EMD in accordance with Instructions to Tenderers shall be rejected by WBMSCL as non-responsive.
- The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to Instructions to Tenderers.
- The EMD may be forfeited:
 - a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer on the Bid Submission Form, except as provided in Instructions to Tenderers; or
 - b) if the successful Tenderer fails to:
 - i. Sign the Contract in accordance with Instructions to Tenderers;
 - ii. Furnish a Performance Security in accordance with Instructions to Tenderers

11. <https://ec.europa.eu/growth/toolsdatabases/nando/index.cfm?fuseaction=notifiedbody.maintenance>

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.

12. **Pre-Bid Meeting** : Monday , 6th March, 2023 ; 12:00 Noon – 01:00PM
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 **Revised Technical Specification**

VIDEO BRONCHOSCOPE : (Flex)

PARAMETER / FEATURE	THRESHOLD LIMIT / RANGE
Outer diameter in mm	6.5 or less
Angulation up side in deg	180 or more
Angulation down side in deg	130 or more
Field of view in deg	120 or more
Depth of field in mm	3 or less
Working Length in mm	600 or more
Instrument channel diameter in mm	2.8 or more
HD LCD monitor size(diagonal) in inch	24 or more
Video Processor output for HDTV monitor (Aspect Ratio)	16:9 or 16:10
Online UPS with battery back up in minute	Minimum 30 minutes
MUST HAVE SPECIFICATIONS	
Parameter / Feature	Yes
Laptop with Screen Size 15 inch core i3 Processor , warranty 2 years and Laser Printer with software	Yes
Recording Facility in USB Device	Yes
Should supply Disposable Biopsy Forceps: 15 nos.	Yes
Should be equipped with Optical Enhancement Technology	Yes
Light Source: LED with a facility of NBI/ spectral colour shift/ OE iscan with 300 W Xenon / FICE or 300 W Xenon / BLI ; additional 4 nos. (i.e. total of 5 nos.) of 300W Xenon lamp should be supplied	Yes
Should supply TBNA needles: 24 nos.	Yes
Reusable biopsy forceps: min 10 nos.	Yes
Should supply Cytology Brush: 20 nos.	Yes

Compact Trolley and storage cabinet for 4 scope must be supplied along with the system	Yes
Regular up gradation of software	Yes
Picture quality	Should be HD quality
Standard & SAFETY Certification	
US FDA or European CE (4digit notified body)	Yes

13. 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.

14. 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.

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.

15. The Tenderer is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
16. To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their bids, WBMSCL may, at its discretion, extend the deadline for the submission of bids.

17. Cost of Bidding

The Tenderer shall bear all cost associated with the preparation and submission of its bid.

18. 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.

19. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account.
20. The objective of this bid is to ensure supply of best quality equipment at the most competitive price. If at any stage of the bidding, including at the stage of financial evaluation, it appears that the tendered rate is artificially hiked or is much lower compared to the prevailing market

price and available rates of similar or identical composition with the government, WBMSCL reserves the right to cancel the bids.

21. Confidentiality

- Any effort by a Tenderer to influence WBMSCL in the examination, evaluation, comparison of the bids or contract award decisions may result in the rejection of its Bid.
- Notwithstanding Instructions to Tenderers from the time of bid opening to the time of Contract Award, if any Tenderer wishes to contact WBMSCL on any matter related to the bidding process, it should do so in writing.

22. THE DECISION OF THE WBMSCL AUTHORITY WILL BE FINAL AND BINDING IN THIS MATTER.

a) **Responsiveness of Bids**

- WBMSCL's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - i. Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract;
 - or
 - ii. Limits in any substantial way, inconsistent with the Bidding Documents, WBMSCL's rights or the Tenderer's obligations under the Contract;
 - or
 - iii. If rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive bids.

b) **WBMSCL considers material deviation to include but not to be limited to the following situations:**

- a. During technical evaluation of bids (verification of formal criteria):
 - Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount or validity period.
 - Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature in the key portions of the bid form,
 - The Tenderer does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.
 - Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.

23. 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.

24. Award Criteria

- In the event of a Contract award, WBMSCL shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

25. Publication of Award of Contract

WBMSCL shall publish the Award of Contract in GEM portal.

26. COURT OF LAW:

In case of any dispute in between the parties, the matter will be settled in appropriate Court of Law within Kolkata Jurisdiction

27. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 10 years residual market life .

28. 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&F W 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:

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
Video Fibreoptic Bronchoscope	3	3	<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 fulfill 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.

- g) The cost for Year wise CMC charges after completion of 5 (Five) 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 Year4	CMC charges in percentage(%) for Year5	CMC charges in percentage(%) for Year6	CMC charges in percentage(%) for Year7	CMC charges in percentage(%) for Year8
Video Fibreoptic Bronchoscope	3.0	3.25	3.50	3.75	4.0

Amendment-II

- 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 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
Video Fibreoptic Bronchoscope	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 t	

he 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>	
<p>.....</p> <p>(Signature & 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 equipment, 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	Designatio	Contact No	E-mail ID (In	Signature
----	------	------------	------------	---------------	-----------

		n		CAPS)	
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:
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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. 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.
13. 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.

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. 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.

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](#)