

Bid Corrigendum

GEM/2026/B/7250006-C2

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. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
2. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
NEURO ITU
UNDER
NEURO MEDICINE AND NEURO SURGERY
NRS MEDICAL COLLEGE AND
HOSPITAL
.
3. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
WEST BENGAL MEDICAL SERVICE CORPORATION LIMITED
Account No.
105605003391
IFSC Code
ICIC0001056
Bank Name
ICICI
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.
4. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
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. Buyer uploaded ATC document [Click here to view the file](#).
8. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
9. 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.
10. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in

this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

11. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
12. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
13. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
14. 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 %.
15. 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.
16. 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.
17. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
18. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
19. For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
20. IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
21. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
22. 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.
23. **Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.
24. **Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
25. **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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
26. 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 AND 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)

27. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
28. 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 SERVICE CORPORATION LIMITED
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.
29. 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.
30. 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.
31. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
32. 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.
33. 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.
34. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:
2
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35. The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:
ALL SPARE PARTS AND LABOUR
36. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
37. The seller is required to print logo as per buyer's requirement.

38. 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.
39. 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.
40. Buyer Added text based ATC clauses

Revised Technical Specification

USG Machine

1. The units should be latest state of the art digital color Doppler with broadband beam forming for Neurology Application. The models with following (or higher) specifications need to be quoted.
2. They should have at least **10,00,000** digital processing channels for high -resolution imaging and Fast Scanning.
- 3. Imaging Modes:**

2D, M- Mode, color flow Imaging, pulse wave Doppler, power Doppler and directional color flow mapping.
4. The Machines should have facility for simultaneous dual / duplex / triplex mode display.
5. Filtered Tissue harmonic imaging and phase inversion harmonics should be available on all transducers.
6. Machines should be capable of advanced real time compound imaging on linear, curved array Probes.
7. The machines should have facility for Neurology with high frequency transducers to capture the best image quality and resolution.
8. Machine should have integrated 3 steps gel warmer with temperature level settings
9. High dynamic range of 300 dB or more
10. The machines should have 256 Grey shades (8 bit) or more.
11. The System should have scanning depth of 40cms or More
12. One touch image optimization should be available in 2D, Color, Doppler mode to optimize the image without adjusting multiple parameters.
13. There should be one button automatic adjustment of Doppler PRF, baseline, dynamic range and gain in Doppler mode.
14. The system should have option to adjust the color flow mode for high or low flows in one touch operation.
15. The system should have Micro Vascular Flow for tiny vessel with high color sensitivity and color pickup at tissue level.
16. The system should have 3D appearance color flow with glaze with proper fill up in each and every vessels for better visualization and diagnosis.
17. The system should have digital TGC in built for easy accessibility.
18. Machines should support broad band/ wide band high density probes spanning with frequency range from **1-23 MHz (+/- 2 MHz)**. The system should support latest technology transducers for or better uniform resolution and penetration.
19. The machine should have up to 900000 images storing facility and cine loop review facility with memory up to minimum of 60000 frames.

20. The machines should have facility of direct storage and retrieval of B/W and color images (both frozen and cine loop) in the inbuilt hard disk drive. In built hard disk storage should be equal to or more than 1 TB Preferably Solid-State Device.
21. The machines should support four active transducers with universal ports allowing any transducer to be connected to any port.
22. Machines should have a high resolution fully articulating non-Interlaced flicker free, anti-glare LED display of 21 Inches or more. Machine should have touch panel of 12 Inches or more with customizable for easy accessibility.
23. The System should have UP/Down movement of Control panel to adjust to the user requirements.
24. Max. Frame rate (Probe dependent) - 2D: minimum 2,800 (Hz/FPS) - Color: 500 (Hz/FPS).
25. The system should have Image enhancement options like speckle reduction, Spatial compounding, and filtered tissue harmonics. The system should have adaptive blending color to maintain the 2D resolution while working in color mode.
26. Zoom facility (up to 8 times or more magnification) with high resolution results and pan capacity in both real time and frozen Images.
27. The system should have CD-DVD (external) and USB archival (DICOM and PC format). There should be 4 or more USB ports.
USB real-time recording should be possible. Videos are recorded as high-definition and stored in system quickly.
28. Machine should be supplied with 2KVA Online UPS with 30 minutes Back up.
29. System should be upgradable to Cardiac Strain Imaging - GLS (Global Longitudinal Strain).
30. System should have thumbnail view for easy access of stored images without pressing archive
31. Machine should be offered with the following broad band High Density Probes.
 - i) High Density Linear Array Transducer (small footprint) of frequency 4-17MHz (± 2 MHz) - 192 elements.
 - ii) Hockey Stick Transducer of Frequency 7-18MHz (± 5 MHz)
 - iii) Endocavity Transducer 4-10MHz (± 2 MHz).
32. The bidder/ OEM should have valid CDSO Certificate/Registration/License for both the manufacturer(s) and importer(s) as applicable.

Amendment -II

ITEM	CMC charges in percentage for Year1	CMC charges in percentage for Year2	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	CMC charges in percentage for Year8	CMC charges in percentage for Year9	CMC charges in percentage for Year10
Ultrason d machine	4.0	4.25	4.50	4.75	5.0	5.25	5.50	5.75	6.0	6.25

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ITEM	CMC charges in percentage (%) for Year 1	CMC charges in percentage (%) for Year 2	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	CMC charges in percentage (%) for Year 8
Ultra sound machine	4.0	4.25	4.50	4.75	5.0	5.25	5.50	5.75

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of

Work.

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.](#)