

Bid Corrigendum

GEM/2022/B/2119381-C3

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. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.
4. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 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 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
5. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 2 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Biannually after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).
6. Warranty period of the supplied products shall be 3 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.
7. 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.
8. 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.
9. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the

relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

10. 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.
11. 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.
12. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
13. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Director ICMR NIE payable at Chennai. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
14. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Director ICMR NIE A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
15. 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.
16. 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.
17. WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.
18. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
19. The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.
Applicable Concessional rate of GST : 5%
Notification No.and date : 45/2017 & 47/2017 dated 14/11/2017
20. 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.
21. 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.
22. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
23. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at

following address Laboratory Division (5th floor) ICMR National Institute of Epidemiology TNHB, 2nd main road Ayapakkam, Ambattur, Chennai Tamil Nadu - 600077.

24. Bidders shall quote only those products 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.
25. Buyer Added text based ATC clauses

It is the scope of the bidder to deliver the item at Laboratory division (5th floor), ICMR NIE, Chennai - 77 (or any other designated space within the Office). ICMR - NIE will not pay extra or arrange labor/machinery for delivering at said location

Bidders should note that the specification have been revised and the bidders are required to submit a compliance sheet for the same as provided below:

S. No.	Specifications	Compliance
1.	Class Type II A2 freestanding biosafety cabinet	
2	The cabinet should have LED/ fluorescent light with 600-900 lux light intensity and timer-connected Germicidal UV lamp.	
3	HEPA with filtration efficiency $\geq 99.97\%$ at 0.1-0.3 microns	
4	Working area: width: 4ft or more ; Depth: 2ft or more; Height: 2ft or more	
5	Should have Magnehelic Gauge with digital display	
6	Should have a port for gas burner	
7	The cabinet should be of SS 304/316 grade	
8	Should Have Provision for fitting tap and drain pan and drain faucet	
9	Chamber should have antimicrobial powder coat finish and 2 sets of sockets	
10	Microprocessor controlled LCD display with simultaneous display of inflow, down flow, sash status, airflow status, filter life with control pad, diagnostics option to easily check the cabinet operating parameters, audible/visual alarms for air flow	
11	Should be supplied with Ergonomic lab chair (ISO rated) and Ergonomic foot-rest, suitable adjustable stand with lockable caster wheels	
12	BSC should be connected to an external mechanical exhaust unit	

13	Should include rodent-proof/ resistant rigid ducting for the exhaust air	
14	The average duct length is about 60 feet (from point of BSC location to exhaust) and should be provided	
15	A thimble connection to the exhaust must be provided	
16	Butterfly type damper which controls the airflow to additionally prevent any risk of environmental contamination should be provided	
17	Duct connector to connect the BSC with the ducting system	
18	External blower with motor which will tandemly operate with the BSC	
19	Speed regulator for external blower with MCB	
20	Required electrical cable wiring should be done to enable BSC functionality	
21	There should be a screen/cover (exterior vent protector) at the exhaust exit that prevents birds and insects from nesting in or around the vents	
22	Civil/mason and fixing work should be carried out	
23	Old BSC and duct should be dismantled and new installation carried out	
24	Operational manual for the BSC, including external exhaust unit, should be provided	
25	Pricing should include all costs i.e. equipment/accessories/dismantling/ civil/ ducting/fixing/transportation to the point of installation in the lab etc., to make the BSC 100% functional	
26	Copies of certifications for the NSF/ANSI 49 or EN 12469, ISO class-3 certificates to be submitted with technical bid and Certifications for IQ, OQ test with PAO test, particle count test, velocity test and smoke pattern test should be provided at time of installation	
27	Air flow velocity and sound: Inflow: 85-95 fpm; Outflow: 60-70 fpm, Sound <60dB	

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void.

*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](#)