

Bid Corrigendum

GEM/2023/B/3944321-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. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
2. Make in india specific authorisation certificate needs to be enclosed.
3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
Director,
ICMR-NITM
Nehru Nagar
Old RMRC Layout
Belagavi - 590010
.
4. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
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 Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
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. **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. 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.
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. **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
12. **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.
13. 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.
14. 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.
 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. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
 17. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product 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 OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
 18. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
 19. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
 20. **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.
When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.
 21. **Testing of Sample:** The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.
 22. 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.
 23. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
 24. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
 25. 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.

26. Warranty period of the supplied products shall be 5 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.
27. 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.
28. 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 7 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.
29. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.
30. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
DIRECTOR ICMR-NITM
payable at
BELAGAVI
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
31. 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.
32. 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.
33. Buyer Added text based ATC clauses

LABORATORY FURNITURE - CORRIGENDUM

Sl. No	Queries/Request	Amended as
1.	Project Time Line	Timeline will be extended to three months i.e., 90 days (first 15 days to submit design for approval and next 75 days for successful delivery and installation)

2.	Height of the Work benches	It is decided to consider Height of all the Work Benches as 850 mm (H=850 mm) uniformly including height of Work Benches mentioned in the BoQ document.
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ADDITIONAL TERMS AND CONDITIONS

Name of the Work: Supply and installation of Laboratory Furniture at ICMR-NITM Belagavi.

1. Price Preference for MSE:

The Price preference and other benefits to MSEs as per the guidelines issued by Government shall be applicable, subject to satisfying the provisions on the guidelines. Necessary documentary proof for such provision in the guidelines is to be forwarded for examination.

2. PRE-BID MEETING: Pre-Bid Meeting is scheduled on 6th October 2023 at ICMR-National Institute of Traditional Medicine, Belagavi.

3. PENALTY/LD: In the event of placement of order, should the supplier fail to deliver the items in full within the delivery date, the institute reserves the right to levy the penalty @ 0.5 % basic value of the equipment/items for delay of each week or part thereof but not exceeding 5% of the Contract Value.

4. ICMR-NITM reserves the right to cancel the order or make alternative purchase of the materials of similar description from elsewhere at the risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer.

5. Except for the reasons specified in the Force Majeure Clause, the institute shall have the right to levy the penalty as already provided. In case, penalty is levied, or Bank Guarantees are en-cashed, then GST applicable on the pe

nalty amount is also payable extra by the bidder.

6. All correspondences with reference to the above shall be addressed to:

Director, ICMR-National Institute of Traditional Medicine,
Nehru Nagar, NH No. 4,
Belagavi-590010, KA, India.

7. BID SECURITY (EMD):

- a) The Bid Security (EMD) shall be submitted in the form of DD/BG and the same shall be submitted by the bidder to ICMR-NITM, Belagavi within the due date and time of bid opening in sealed envelope.
- b) The bidder must send the original Demand Draft/Bank Guarantee/valid MSME certificate (EMD exemption document) against "EMD" drawn in favour of "Director ICMR-NITM Belagavi" payable at Belagavi in a sealed cover indicating 'EMD' tender no. and date on top of cover, directly to the Director, ICMR-National Institute of Traditional Medicine, Nehru Nagar, National Highway No. 4, Belagavi- 59 0010 (Karnataka), India, so as to reach before bid closing date and time.
- c) The amount of The Bid Security (EMD) is indicated in the GeM bid document.
- d) In case the sealed envelope containing [the EMD or exemption details (valid MSME certificate)] is not reached within the due date and time, as per the GeM bid conditions the bid of the bidder shall be rejected, as per the provisions of GeM bid/ tender conditions.
- e) **MSEs in India registered with appropriate authority as per latest notification will be exempted from submission of The Bid Security (EMD) EMD provided, they are registered for the item being quoted.**
- f) MSEs firms registered with appropriate authority as per latest notification, who are MANUFACTURERS OF FURNITURE and registered for the tendered item/category shall submit UAM / UDYAM certificate for considering MSE benefit. Traders/Dealers are excluded from the MSE benefits.
- g) Bidders seeking claim for exemption from the submission of EMD as per Govt. guidelines shall submit the relevant documents in Sealed envelope (hard copy) and the same shall reach before due date and time of offer submission, as per the provisions of GeM bid/ tender conditions.
- h) Bid Security (EMD) will be forfeited if the bidder withdraws or amends its/his bid.

d or impairs or deviates from the tender in any respect within the period of validity of the bid or if the successful bidder fails to furnish the required Performance Security within the specified period. The bid security bears no interest.

- i) Bid securities (EMD) of the unsuccessful bidders will be released to them without any interest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid Security will be released to the successful bidder without any interest on receipt of a performance security.
- j) Bid security (EMD) should remain valid for a period of 45 days beyond the bid validity period. In case, bidder agrees to extend the validity of bid, he / she shall also extend the validity of bid security suitably.

8. PERFORMANCE SECURITY (ePBG):

- a) The successful bidder shall furnish performance security equivalent to **5 % of contract value** within 14 (fourteen) days of acceptance of contract. The performance security shall remain valid up to sixty days beyond warranty period. The performance security bears no interest.
- b) The performance security can be furnished in form of insurance security bonds, account payee demand drafts, FDRs from a commercial bank, bank guarantee (including e-BG) from a commercial bank in favour of The Director, ICMR-NITM, Belagavi payable at Belagavi, Karnataka.
- c) The Performance Security will be forfeited and credited to the buyer's account in the event of a breach of contract, any default, or failure or neglect on part of the seller in fulfilment or performance/ delivery in all respect of contract or any part thereof or for any loss or damage caused by seller. The performance security shall be released to the seller without any interest, after he / she duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty period under the contract.

9. PRICE:

Prices should be firm and fixed without any variation factor/adjustment and valid for acceptance for a period of 180 days from due date of tender opening. Price should be quoted on quantity basis and not on weight basis, as per the GeM Portal guidelines only.

10. PAYMENTS

- a) The payments shall be made in INR to the contractor through electronic funds transfer only. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT. The execution of work / delivery of items / installation / commissioning / testing / configuring, etc., will have to be carried out as per specifications / description prescribed in bid do

cument under the supervision of the committee to be constituted by Buyer consisting of relevant experts/ users. The payment shall be made only after receipt / delivery of items, successful installation, commissioning, testing, configuring etc. and final satisfactory acceptance of goods by the committee / consignee and on the production original Invoice (GST Compliant format), certificate of pre-despatch inspection, manufacturer's test certificate, performance / warrantee Bond. No advance / mobilization payments will be made.

b) While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.

11. **Further, the decision of the committee / competent authority will be final with regard to color combination, texture, or any other customization fittings of the furniture during the installation, commissioning, configuring, testing etc.**
12. The bidder should be the original equipment manufacturer (OEM) or their authorized dealers with the manufacturer having the factory act license and ESI C and EPF registration.
13. The OEM/authorized dealer supplying the items must strictly adhere to the specifications mentioned in the tender.
14. The estimated bid value as mentioned in the bid document is inclusive of GST.
15. The bidder shall submit a valid GSTIN certificate in his firm name.
16. The firm should not have been blacklisted by any government institution. In this regard the firms shall produce an undertaking in his letter head as per the format given in Annexure-2.
17. **The successful bidder must supply all essential accessories required for the successful installation, commissioning and configuring of the goods supplied for its intended use.**
18. In the event of any submitted documents found to be false, the buyer has the right to forfeit the EMD and Performance Security Bank Guarantee including blacklisting/debarment of the agency for a period of one year to take part in any ICMR tenders.

19. **Warranty: All the supplied products shall have a minimum warranty of 5 years and the same shall be submitted in writing in his letter head.**
20. **Manufacturer's material Test Certificate should be sent along with the supply.**
21. Third party testing will be carried out for any material if required and hence sample shall be submitted by the bidder and the cost of sample and testing charges shall be borne by the bidder.
22. **Withdrawal of tender:** After submission of tender if it is withdrawn before expiry of validity period, ICMR-NITM can take any one or more of following action(s) without notice:
 - a. Forfeiture of Earnest money deposit (if applicable).
 - b. Lodging unjustified complaint with NSIC/GeM Portal/any other Government Departments.
 - c. Removal of supplier's name from the company's approved list of suppliers.
23. **Certification:**
 - a) If the tenderer is a Manufacturer, then he should have the following certification:
 - i. OEM registration of companies.
 - ii. Green guard/ Green pro/ GRIHA, product. (Any one)
 - iii. ISO- 9001 (For Quality Management System- QMS)
 - iv. ISO-14001 (for Environment Management System -EMS)
 - v. AIOTA for Ergonomically Designed Products.
 - b) if the tenderer is other than Manufacturer, then he should have the supplier/dealers/distributors certification issued by their related OEM's against this requirements and other certification of their OEM's as mentioned in point no. a)
24. Past performance/Experience: Bidder should have satisfactorily completed, in similar supplies works or services with **(i) one work of value equal to 80% or more of the estimated cost OR (ii) two separate works, each for a value equal to 50% or more of the estimated cost OR (iii) three separate works, each for a value equal to 40% or more of the estimated cost** during the last three years ending on the last date / extended date of submission of bid in any Central/State Government organization/PSU/Public listed company. **Copies of work experience certificate/completion certificate to be submitted along with bid.**
25. Experience / Turnover is exempted for OEM, subject to production of valid M

SME certificate i.e registered under the category of Manufacturer of Furniture . Traders / resellers are not exempted.

26. If any clarification is needed from the bidder about the deficiency in his uploaded documents, he will be asked to provide it through shortfall documents if required. The bidder shall upload the requisite clarification/documents within time specified by ICMR-NITM, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.
27. When there is requirement of submission of the advance sample, the seller shall inform the buyer promptly about the date of submission of sample to the Buyer / buyer nominated Inspection Agency. The cost of material/sample for testing and testing charges shall be borne by bidder.
- 28. Buyer organization reserves the right to inspect the factory or manufacturing facility of the bidder (Or its OEM) at any stage of the bid in order to assess the license, documentation, installed production capacity, production capacity that will be reserved for this particular contract, average monthly production (during last 3 years), existing/unfulfilled orders on hand, skilled manpower, technical supervisory staff, and machinery/plant availability, quality control, in-house testing laboratory/facility etc. Bidder (or its OEM) shall allow the inspection of factory at any time by a Board of Officials/Experts/Nominated External Agency appointed by the Buyer organization. Buyer will send a notice to the Seller in writing/e-mail at least 2 days before the date of inspection. Bidder's offer is liable to be rejected by the buyer organization if the bidder does not allow for such inspection or if his manufacturing facility was not found to be satisfactory by the inspecting team. The decision of buyer regarding the outcome of the inspection shall be final and binding on the seller. All the expenses/charges (transportation, boarding, lodging etc.) involved in the inspection will be borne by the buyer.**

29. Extension of Delivery Period and Liquidated Damages:

Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

- i. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions and also on the ground/reasons of delay attributable to the Buyer / Consignee.
- ii. For other cases, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period (s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended periods). Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- iii. Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period (s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay @ 0.5% of the quoted amount per week of delay subject to a maximum 10%, of bid value. Unless covered under Force Majeure.
- iv. If there are any damages to the paint or civil structures of ICMR-NITM, Belagavi during installation, the supplier or firm will be responsible to repair. In this regard the firms shall produce an undertaking in its letter head.

30. The bidder should be a manufacturer registered in India or their authorized dealer or should be 100% subsidiary in India of parent company, if any
31. **Joint ventures are not accepted.**
32. Supplier must visit the ICMR-NITM BELAGAVI for taking the measurement of the rooms before submitting the quote, failing to visit will be rejected in the technical round.
33. **Site Visit: The bidders must visit ICMR-NITM on Working days between 10:00 AM to 04:00 PM and submit the visitor pass along with the technical bid document. Site visit is mandatory for the bidders. They should obtain site visit certificate from ICMR-NITM and upload it in tender document for qualification.**
34. The bidders OEM shall submit factory license or authorised reseller who is bidding shall submit the factory license of OEM.
35. **The bidders shall submit declaration that the items executed under this tender shall be covered by 05 Standard-year warranty with scheduled maintenance visit on every quarter by the successful bidder.**
36. Bidder shall submit the item wise product catalogue with image as per the specification provided specifically to this tender and items must be available for verification in their respective websites of their organisation and to submit OEM website details in the Declaration.
37. **Bidders/OEM shall have in-house design team for finalizing the furniture finishes in concurrence with ICMR-NITM BELAGAVI (Declaration to be provided)**
38. Wherever authorized Distributors are submitting the bid, Manufacturers Authorization 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. Any Bidder who is not an original equipment manufacturer (OEM) shall submit the letter of authorization from the OEM specifically issued for this tender.
39. **Authorized representatives from ICMR-NITM BELAGAVI may visit the manufacturing facilities of the technically qualified bidders to evaluate the manufacturing capacity, quality control etc of the firm.**
40. BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support. Bidder/OEM must also provide Escalation Matrix of Telephone Numbers for Service Support.
41. Dispute redressal as per GEM Incident Management Policy and in case of legal disputes subject to **Belagavi** jurisdiction.
42. **The bidders should supply brand new items. In case where items are procured from a third party as an accessory to the main unit, the warranty obligation should get extended to those items also. The bidder/supplier will be directly responsible for fulfilling warranty obligations of entire supply**

43. Generic 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.
44. As per the OM No. F.No.6/18/2019-PPD dated 23/07/2020 issued by Ministry of Finance, D/o Expenditure, Government of India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified at Annexure I of said OM. The certificate in the format given at Annexure -3 is required to be submitted by bidder. If the certificate given by a bidder whose bid accepted is found to be false, this contract would be immediately terminated and further legal action in accordance with law shall be taken against bidder.
45. Project timeline: Project timeline is 2 months and design to be approved within 15 days of these 2 months.
46. CAD Drawings: Layouts have been provided in the tender document. CAD files will be provided to the successful bidder.
47. Experience / Turnover is exempted for OEM, subject to production of valid MSME certificate i.e registered under the category of Manufacturer of Furniture. Traders / resellers are not exempted.
48. All bids will be accepted only through GeM. Bids received in any other forms will be rejected.

49. **MAKE:**

The tenderers should clearly indicate the name of the manufacturers with full specifications. The equipment offered should be of the latest proven model.

A	Make-list
1	Prelaminated board/MDF - Century/Greenply/Marino/Godrej or equivalent
2	Laminates - Century/Greenply/Marino/Godrej or equivalent
3	Fittings & Hardware (Hinges, ball bearing slides, joineries.... etc) - Hettich/Hafele /Godrej/Taiming/Ebco or equivalent
4	Aluminium Extruded Section - Jindal/Tata/Hindalco or equivalent

5	Glass - Saint Goblin/Modi/Asahi or equivalent
6	Locks - Hettich/Hafele/Godrej/Ebco or equivalent
7	Steel - Tata/SAIL/Jindal or equivalent
8	Powder Coating & paint - Nerolac/Asian/Berger or equivalent

50. If there are any damages to the paint or civil structures of ICMR-NITM, during loading/ unloading/installation of the furniture, the firm/vendor shall fix the damages by touch-up/repair work at their own cost.

ANNEXURE-2

DECLARATION REGARDING BLACKLISTING / DEBARRING OF FIRM

(To be submitted on Letter Head of Company)

Name of Work: Procurement of Laboratory Furniture at ICMR-NITM Belagavi

Ref: GeM Bidding No _____ dated _____

I, (_____), age _____ years S/o _____
 _____ proprietor / Managing Partner/ Managing Director of M/s
 _____ having
 address _____
 _____ do hereby solemnly affirm and state as follows:

I / We do hereby declare that our Firm has not been debarred/blacklisted/ restrained by Central Govt. Depts./ State Govt Depts./ Public Sector Undertakings of State & Central Govt. or World Bank/ Asian Development Bank.

Our firm understand that in case above is discovered during tendering stage and/or at later stage, our firm shall be liable for restraint from bidding in ICMR-NITM, forfeiture of earnest money deposit, performance guarantee, security deposit apart from any other appropriate contractual action including debarment/blacklisting, termination of the contract.

(Signature of the Contractor)

With rubber-stamp

Date:

ANNEXURE-3

CERTIFICATE REGARDING LAND BORDER SHARING

Date: _____

Tender No. _____

To

The Director

ICMR-National Institute of Traditional Medicine

Nehru Nagar, Belagavi.

I have read the order No. F.No. 6/18/2019-PPD dated 27.07.2020 and its subsequent orders of M/o Finance, D/o Expenditure, Government of India and clauses regarding restrictions on procurement from a bidder of country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable,

evidence of valid registration by the Competent Authority shall be attached.]”

(Signature of the Contractor)

With rubber-stamp

Date:

Place:

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](#)