

Bid Corrigendum

GEM/2024/B/5375728-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. **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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 10 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.
3. **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 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.
4. 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.
5. **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
6. After award of contract - Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit
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samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample - the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller. Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.
7. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
Indian Statistical Institute
payable at
Kolkata
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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.

8. 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 Indian Statistical Institute payable at Kolkata
. 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.
9. 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.
10. Buyer Added text based ATC clauses

Additional Terms and Conditions for Desklet Chair

1. The OEM should have 5 years of experience in manufacturing such equipment in their manufacturing facility.
2. OEM should have experience supplying at least 100 Desklet Chairs in a single work order to a reputed Govt. Educational Institute (CFTI/ Central University/ Central Autonomous etc.) in any of the last 3 FY. Purchase Order along with Work Completion/ CRAC must be submitted to this effect.
3. The bidder/OEM should have not been debarred/blacklisted by any State Government / Central Government institution/department for any reason. An affidavit in this regard on stamp paper should be submitted by the bidder/OEM mentioning the Bid No.
4. EMD in favor of beneficiary name should be submitted Before bid opening.
5. Bidder/OEMs must provide the details (Name of OEM (Make) and Model Number) of all the equipment to be supplied by them. Bidders/OEMs are also required to submit the OEM's product catalog/brochure indicating the specifications of offered equipment for technical suitability.
6. The OEM must submit an MSME & NSIC Certificate, if applicable.
7. OEM Should have its own manufacturing facility. Factory License of OEM, Process of Manufacturing in the Factory and List of Plant & Machinery should be submitted by the bidder.
8. The OEM average annual turnover should be at least Rs. 10 Cr (Ten Crores) for the last 3 Financial Years (FY2021- 22, FY 2022-23 & FY 2023-24). The same should be supported by Balance sheet audited by CA.
9. Bidder /OEM must have active service support and is required to furnish contact details of Service Executive, details to be furnished on bidder letterhead.
10. Bidder should submit valid ISO 9001:2015, ISO 45001:2018 and ISO 14001:2015 certificate of OEM (all the ISO certificates should be from NABCB accredited agency). If we don't find any of the above mentioned document tender will be rejected.
11. OEM must have NABL accredited Lab/Calibration Facility of its Own or through its Sister Concern. Documents in support of the same should be submitted with the bid.
12. OEM must have an office or full-fledged branch office in Kolkata. TRADE LICENSE to this effect must be submitted.
13. The company should have BIFMA Membership, IGBC Membership, GRIHA & SVAGRIHA Certification . A valid certificate to this effect must be submitted along with the website of the certificate issuing authority so that the same can be verified.
14. If any authorized reseller/ authorized dealer of any reputed, make is participating the tender/bid he has to attached Bid Specific authorization certificate of manufacturer/OEM.

15. **Welding is not permitted for the construction of furniture items and alternative methods such as screws, bolts, dowels, or adhesives must be used for joining components.**
16. All products should have a three (3)-year onsite warranty.
17. Payment will be released only after satisfactory delivery, installation, foundation, demonstration and acceptance of goods at the Institute.
18. Bidders who do not meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, any false declaration, etc.
19. The prices must be inclusive of GST, packing, freight, unloading, installation or any other incidental charges.
20. Institute reserves the right to cancel the bid at any time without assigning any reasons thereof.
21. **The Institute reserves the right to get the product quality tested before acceptance of the product. The selected vendor may be asked to provide any quality test report (strength/ stability test or any other quality parameter) of 1(one) number of chair supplied to Indian Statistical Institute under this bid. Sample chair (1 Number) & the parameter of quality testing will be decided by ISI randomly from the lot supplied to ISI. Test need to be done from any Govt. Agency or Govt. approved lab.** Cost of such testing to be borne by the vendor itself and no extra payment will be towards testing will be claimed. In case of failure of test as per the industry norm, the entire lot will be rejected.
22. There will be a pre bid meeting on 18.09.2024 in the following time and venue:
Venue: Placement Office, 5th Floor, SN Bose Bhawan, ISI, 203 BT Road.
Time: 3.00 PM

Corrigendum-1 Dated 20.09.2024

Based on the discussion held in the Pre-bid meeting held on 18.09.2024, the following Terms & Conditions are changed for the bid participation and evaluation:

1. 1. For calculation of 3 years average annual turnover, the Financial Year 2020-21, 2021-22 & 2022-23 will be accepted for the bidders who are not yet ready with Annual Accounts for the Financial Year- 2023-24.
2. 2. Clause No-15 of ATC is hereby modified and the same may be read as mentioned below:
"Joints (either welded or bolted) in the metal frame of the furniture should be avoided wherever possible without compromising with the stipulated features and specification."

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11. Buyer uploaded ATC document [Click here to view the file.](#)

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.

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](#)