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PRODUCTS SERVICES CONTENT

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BID DETAILS

TECHNICAL EVALUATION

FINANCIAL EVALUATION

BID AWARDED

1. Bid Details

GEM/2022/B/2633128 (/showbidDocument/3891867)

Bid Status: Active	Bid Start Date / Time: 17-10-2022 14:56:18	Consignees/Reporting Officer / Delivery Location(S)
Quantity: 111		
Bid Validity (From End Date): 180 (Days)	Bid End Date / Time: 21-11-2022 10:00:00	Average Turn Over of Last 3 Years: 2 Lakh (s)
Competent Authority Document: View	Bid Opening Date / Time: 21-11-2022 10:30:00	

Buyer Details

Name: Shiva Shankar Billa	Ministry: Ministry Of Agriculture And Farmers Welfare	Organisation: National Institute Of Plant Health Management (Niphm)
Address: Shivashankarbilla-Ts@Gov.In,K.V.RANGAREDDY,TELANGANA,National Institute Of Plant Health Management, Rajendranagar, Hyderabad,India,500030,Shiva Shankar Billa,040-24015374-	Department: Department Of Agriculture Cooperation And Farmers Welfare	Office: Hyderabad

Corrigendum Details

Modified On: 2022-11-11 10:44:43	Download (/bidding/buyer/showcorrigendumpdf/1270502/3891867)
Modified On: 2022-11-11 10:20:08	Bid extended to 2022-11-21 10:00:00
	Bid Opening Date : 2022-11-21 10:30:00

Cancel Bid Extend Bid Edit Terms Edit Pre Bid

Bid Corrigendum

GEM/2022/B/2633128-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. **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.
3. **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 5 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.
4. **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 5 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.
5. **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.
6. 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.
7. 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 %.

8. Buyer Added text based ATC clauses
1. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An Office of the service provider must be located in HYDERABAD or SECUNDERABAD of TELANGANA STATE. Document evidence should be submitted.
 2. The Printing material (posters) induces text + picture in multicolour.
 3. The bidder should provide Designing, Formatting, Logistic and Installation / Fixing support (delivery and fixing of the material at the consignee location).
- .
9. Buyer uploaded ATC document [Click here to view the file.](#)
10. 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 2 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.
11. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
12. 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.
13. 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.
14. **OPTIONAL SITE VISIT:**
1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. **COST SHOULD BE BORNE BY THE BIDDER**
 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
15. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
16. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
 - ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
 - iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
17. 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)
18. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
19. 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.
20. 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: YES.
21.
 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.
22. **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.
23. 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.
24. 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.

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 specifications 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. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as 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](#)

F. No. 4(23)/2022-Stores

Date: 10-11-2022

CORRIGENDUM

Sub: Corrigendum to Tender – Technical Specification – Reg.
Ref: GeM Bid No. **GEM/2022/B/2633128**

* * *

This has reference to GeM Bid No. **GEM/2022/B/2633128**, Dt. 17-10-2022 in connection with the procurement of '**Sandwich (1+1) type Acrylic Information Board with Poster**'.

Bidders may note the amendment to Technical Specification as under:

Clause No. of the approved specification	Name of the Item	Existing Technical Specification	Change in Technical specification
Please refer the 'Specification Document'	Sandwich (1+1) type Acrylic Information Board with Poster Size: 3x4 feet (board and poster) Qty. 59 No.	Board: Material: 3mm Acrylic Board (1+1 each 3mm) Poster: Paper 170 GSM ; Printing: Eco-solvent print Including supply and fixing with thread type screws	1. The material for Board shall be Cast Acrylic . 2. The thread type screws for fixing shall be SS-Studs .
	Sandwich (1+1) type Acrylic Information Board with Poster Size: 2x3 feet (board and poster) Qty. 52 No.	Board: Material: 3mm Acrylic Board (1+1 each 3mm) Poster: Paper 170 GSM ; Printing: Eco-solvent print Including supply and fixing with thread type screws	Hence, bidders are requested to note the changes.

It has been decided to revise the last date of bid submission and the date of bid opening.

The above corrigendum to Bid shall be part of the Bid Document for all purposes. The other technical specification, terms & conditions in the bid document remains the same.



REGISTRAR i/c

Date

To,
The Registrar,
NIPHM,
Hyderabad

CERTIFICATE FOR LOCAL CONTENT

This is to certify that we the undersigned have read OM As per DPIIT - Public Procurement Section OM No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 & the following information about category of supplier as per this OM. Local content (means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. If Local Content is Equal or More than 50% -- **Class-I** Local Suppliers , If local Content is Equal or More than 20 % but less than 50% -- **Class -II** Local Supplier ,If Local Content is Less than 20% -- **Non - Local Supplier**.

The below information in context of above mentioned OM is submitted for your record

GEM BID No =
Local Content % =
Category of Supplier =

I/we hereby declare that above information has been submitted after reading the details mentioned below. In the event of information submitted above being found false or incorrect at any stage, bid shall be liable to rejection/termination of accepted Bid/Order /any further action suitable in accordance with the law of GOI.

**COMPETENT AUTHORITY NAME,
SIGN & DATE WITH STAMP /
SEAL OF ORGANIZATION**

Please read whole Bid Document & all Terms and conditions carefully and submit your Bid with all required documents. Non-compliance to Bid Terms/ Non submission of required documents will result in rejection of your Bid.