

Bid Corrigendum

GEM/2022/B/1968028-C1

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the 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. 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.
3. **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.
4. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 year 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. Buyer Added text based ATC clauses

CORRIGENDUM

Consequent to Pre-Bid meeting held on 1st March 2022 at STPI Pune, following changes have been made to the published Bid document.

Table-A

SI No	Clause of the Published Bid Document	Enquiry of the bidders	Proposed Response
1	“Delivery Days= 45” mentioned in the published bid document	Bidders requested to increase the delivery days to 120 days due to the logistical issues caused by pandemic and semiconductor shortage.	Delivery days for all the published products is revised to 120 days.
2	Payment Terms in Buyer Added Bid	Query was raised for changing the payment	No change

	Specific Terms and Conditions	term as follows.	
	<p>1. “100% of the order amount will be paid to the bidder after the successful delivery, installation, testing and commissioning of complete bill of material (BoM) at FASAL-CoE facility and based on Final Acceptance Report (FAR) “</p>	<p>1. 10% advance payment at the time of award of contract (OR)</p> <p>2. 80% payment after successful delivery & remaining after completion of complete scope of work.</p>	
3	<p>“The penal Charges at the rate of 0.05% of the product cost will be deducted for each day after the expiry of above-mentioned time table for fault resolution” [Para. 2.2 of Annexure -III Service level Agreement]</p>	<p>In case a standby product is provided, the penal charges mentioned in Paragraph 2.2 of Annexure -III should not be applicable.</p>	<p>Para 2.2 of Annexure-III revised as “The penal Charges at the rate of 0.05% of the product cost will be deducted for each day after the expiry of abovementioned time table for fault resolution. However, in case standby equipment has been provided, the penal charges will not be applicable for 30 days from the date of fault reporting. After which penal charges will be levied”</p>
4		<p>Whether GST or Custom exemptions are applicable to STPI/ AIC STPINEXT INITIATIVES?</p>	<p>Not Applicable</p>

Table-B

SI	Reference of the	Original Clause	Proposed Change
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No	concerned clause		
1	Para 5, Bill of Material under para 6. Buyer Added Bid Specific ATC on pg. no. 49/54 of the published GeM bid	“5. Bill of Material: The Technical specification document published in this bid document contains 73 items out of which first 23 items are “Capital Goods” while the remaining are “Consumable items”.”	“5. Bill of Material: The Technical specification document published in this bid document contains 73 items out of which first 23 items and item no.- 69 (O2 and CO2 Analyzer) are “Capital Goods” while the remaining are “Consumable items”.”

Other Terms & Conditions

1. For the purpose of this bid document, STPI, STPI Pune & FASAL-CoE can mean to refer singularly to any one or combinedly to all of them.

2. SITE VISIT:

Bidders are advised to inspect and examine the site of delivery and installation and its surrounding and satisfy themselves before submitting the tenders. A tenderer shall be deemed to have full knowledge of the site whether he/ she /they inspect(s) it or not and no extra charges consequent to misunderstanding or otherwise, shall be entertained by STPI. For access to the installation site for inspection, please contact Dr. Suchita V. Gupta, Head, Department of Farm Structures & Agricultural Process Engineering, IIT Panjabrao Deshmukh Krishi Vidyapeeth, Akola at suchitavgupta@yahoo.co.in and fasal@stpi.in 24 hours in advance, on week days between 10:00AM to 6:00 PM.

3. CLARIFICATION ON THE BID DOCUMENT

In case of any clarifications about bidding process/eligibility criteria, the bidders may seek clarification during the pre-bid meeting/ through GeM portal.

4. Pre-Bid Meeting:

Pre-Bid meeting will be held at **11:30AM on 1st Mar. 2022** at Software Technology Parks of India, Plot P1, MIDC, Rajiv Gandhi Infotech Park, Hinjawadi Phase-1, Pune, Maharashtra-411057.

5. **Bill of Material:** The Technical specification document published in this bid document contains 73 items out of which first 23 items are “Capital Goods” while the remaining are “Consumable items”.

6. **OEM Authorisation Certificate:** The bidder should provide certificate from OEM authorized partner for “Capital Goods” only.

7. WARRANTY & COMPREHENSIVE SUPPORT:

I. Bidder is required to provide 3 years “Comprehensive Support” for “Capital Goods” including applicable warranty period.

Standard warranty is to be provided for the remaining “Consumable Items”.

II. COMPREHENSIVE SUPPORT

Comprehensive support shall include free repair and maintenance the whole equipment supplied including free replacement of hardware parts, free software/firmware upgrades/ updates/ renewals. T defects, if any shall be attended as per timelines defined in SLA tern The comprehensive onsite support shall be for a minimum period THREE YEARS from the date of acceptance of the equipment by "FAS/ CoE" which will includes onsite comprehensive support with parts a software updates/upgrades/renewals. The Proposals received with THREE YEARS of Comprehensive support would be outright rejected.

- III. The start date of warranty of all the products shall be consider from the date of the date of Final Acceptance.
- IV. The comprehensive support for all hardware and software iter supplied by the successful bidder shall be **onsite** at "FASAL-CoE" (per defined Service Level Agreement).
- V. Documentary proof of applicable warranty to be provided by t supplier at the time of delivery/installation.
- VI. If defective items require such type of servicing, maintenance, repa replacement, etc. which cannot be carried out Onsite at "FASAL-Co and hence required to be taken offsite, the supplier will be sole responsible for logistics and safety of the item and their comple repair, replacement, etc. Also, the supplier will also provi alternate/replacement for the defective item during repair period. I additional cost will be paid to the supplier for the above.

8. **AWARD OF CONTRACT**

- a. Purchase order will be released by STPI Pune to the L1 bidder(s) 1 complete BoM.
- b. The selected bidder(s) will be required to provide
 - i. Signed copy of Non-Disclosure Agreement, as per Annexure within **one week** from the date of purchase order/GeM contract
 - ii. performance bank guarantee, **within 3 weeks** from the da of purchase order/ GeM contract
- c. If the successful bidder fails to provide the above-mention documents within the above specified time limit, STPI Pune reserves t right to cancel the purchase order to the bidder.
- d. STPI Pune reserves the right to award the contract partly or wholly one or more bidders.

9. **PAYMENT TERMS**

- I. 100% of the order amount will be paid to the bidder after t successful delivery, installation, testing and commissioning of comple bill of material (BoM) at FASAL-CoE facility and based on Fir Acceptance Report (FAR).
- II. The payment mentioned above will be subject to liquidity damage as per Final Acceptance Report (FAR).

10. **LIQUIDITY DAMAGES:**

- a) Penalty for delay in supply, installation, testing and commissioni (beyond specified delivery time) will be applicable @ 0.5% of the contra

value per week subject to maximum of 5% of total order value in case delay / non completion of work within the stipulated time period.

- b) If the delay exceeds 18 weeks from date of award of contract performance bank guarantee shall be forfeited.
- c) In case of any delay in supply, installation, testing and commissioning any of the lab equipment, the vendor shall be required to inform the reason for delay to STPI Pune in writing and in advance.
- d) In case of delay (beyond time limit of 8 weeks from date of award contract) in supply, installation, testing and commissioning of the lab equipment at the STPI FASAL-CoE facility on account of STPI Pune, liquidity damages shall be charged.
- e) STPI Pune reserves the right to impose liquidity damages for delay in supply, installation, testing and commissioning (as mentioned in point above) or to waive off considering the reason for delay.
- f) The decision of Director General, STPI in regards to Liquidity Damages shall be final and binding on both parties.

11. ACCEPTANCE OF LAB EQUIPMENT: FINAL ACCEPTANCE REPORT (FAR)

- a. A committee, nominated by STPI Pune will conduct final acceptance testing and prepare FAR, after the installation and commissioning of the all the equipment as per purchase order by the supplier at "FASAL-CoE".
- b. The objective of FAR is to check the successful and timely supply, installation, and commissioning of the equipment by the supplier, as per purchase order and Service Level Agreement (SLA), functional testing of each equipment and necessary training and demo sessions provided by the supplier, OEM, etc. for proper working, operations and maintenance details of each of the equipment and their warranty details.
- c. Based on FAR, 90% payment of the respective order amount will be paid after deducting liquidity damages (if any).
- d. The FAR shall contain the date of final acceptance of the Supplier's installation, testing, commissioning and training of equipment at FASAL-CoE facility.

12. NON-DISCLOSURE AGREEMENT (NDA)

The successful bidder has to enter into NDA as per the Annexure-II. The NDA shall be submitted along with the acceptance of the Order.

13. FORCE MAJEURE:

Notwithstanding the provisions relating to time line fixed elsewhere in the Agreement, the Vendor/Parties shall not be liable for forfeiture of performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform obligation under the Contract/Agreement is the result of an event of Force Majeure. The Force Majeure in the context of this Contract/Agreement, means an event beyond the control of the Vendor/Party and not involving the Vendor's/Party's fault or negligence and not foreseeable. Such events may include, inter alia, wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, earthquakes, explosions, strikes and other acts of God referred to as eventualities.

If, at any time, during the continuance of the agreement, the performance whole or in any part by either party of obligation under this Contract/Agreement shall be prevented or delayed by reasons of the eventualities then, notice such happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, on account of such eventualities be entitled to terminate this contract/agreement or shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. Performance of the contract/agreement shall, however, be resumed as soon as practicable but not later than seven days after such eventuality has come to an end.

14. TERMINATION BY DEFAULT

STPI Pune may, without prejudice to any other remedy for breach of contract, on receiving written notice of default sent to supplier, terminate the Contract in whole or in part:

- a. If the Supplier fails to provide services /rectify the fault within the time period specified in the contract or any extension thereof granted by the STPI-Pune.
- b. If the Supplier fails to perform any other obligations under the Contract.
- c. In case of violation of any clause of Non-Disclosure Agreement.

15. OTHER TERMS AND CONDITIONS

a. PRODUCT SPECIFICATIONS & COMPLIANCE STATEMENT:

- i. The technical specifications mentioned are minimum requirements.
 - ii. Any part number specified is only to help the supplier understand better the requirement. It does not indicate preference for any vendor, OEM, etc. in any manner.
 - iii. The supplier should quote the products either with the technical specifications strictly as mentioned in the bid document or higher and only of technically reputed, reliable and globally acclaimed brands/OEMs.
 - iv. The bidder should not quote the end of life/ support products.
 - v. The supplier should quote the prices applicable to start-up/incubator/ educational/ research institutes for equipment/ licenses.
- b. The determination of readiness of the facility of final installation and commissioning of all the lab equipment at FASAL-CoE facility prior to accepting purchase order is sole responsibility of the successful bidder.
 - c. STPI Pune will not accept any material/ software delivered and/ installed/ commissioned in damaged condition, i.e. safety of the equipment during delivery to "FASAL-CoE" and during installation and commissioning is sole responsibility of the respective supplier.
 - d. If the material or part thereof is lost or rendered defective during transportation/ installation/ commissioning, the supplier shall immediately arrange for the supply of the equipment or part thereof, as the case may be, at no extra cost.
 - e. Supplier material must be properly packed against any damage and insured up to the destination. The material should directly be supplied to "STPI FASAL-CoE", University Library, Dr. Panjabrao Deshmukh Krishi

Vidyapeeth, Krishi Nagar, Akola-444104 (Maharashtra). All the expenses involved in shipping the equipment to "FASAL-CoE" and installation and commissioning of the equipment thereafter shall be borne by the Suppliers. All aspects of safe delivery shall be the exclusive responsibility of the Supplier.

- f. STPI Pune will have the right to reject the items supplied, if these do not comply with the specifications at any point of installation / inspection.
- g. STPI Pune reserves the right to accept / reject the offers or cancel the whole RFP proceedings without assigning any reason whatsoever.
- h. Bids received through Email / Fax, by post, courier, etc. and open offers shall not be accepted. Late / Delayed bids shall not be accepted under any circumstances. Incomplete offers will be rejected.
- i. The bidders are requested to upload only the relevant documents requested/mentioned in the tender document.
- j. The supplier will carry out the work at user locations as specified "FASAL-CoE" and will be responsible for total integration and execution of project as per the satisfaction of "FASAL-CoE".
- k. The bidder will carry out comprehensive site survey, prepare the necessary drawings, equipment layout plan, power estimation and distribution, power cabling from equipment to the power outlet, power and communication cabling plan, equipment's rack placement, etc. in the "FASAL-CoE" & other infrastructure in consultation with the "FASAL-CoE".
- l. The supplier will design, supply, install, commission, integrate and maintain the equipment supplied "FASAL-CoE" as per the requirements in conformity as per the Technical Specifications and terms & conditions in the proposal. The supplier will ensure to install the supplied systems and make it operational on the premise and provide maintenance for three years from the date of successful installation and commissioning.
- m. The supplier shall deliver and implement the technologies in conjunction with a set of best practices guidelines & global industry standards.
- n. The supplier will provide user manual to end-user detailing operations of the equipment and on-site user level training at the time of installation.
- o. The supplier will submit project plan after consultation with "FASAL-CoE" within one week from the date of purchase order.
- p. The supplier has to ensure that during the execution of the project they do not damage or disrupt the existing services under and above the ground.
- q. The supplier will ensure the availability of services from a professionally qualified team during implementation of the project and to provide the required on-site comprehensive support & maintenance for a period of three years.
- r. The Supplier will be liable for any software up-gradation and maintenance without any extra cost during the comprehensive support period.

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 technical parameters, the bid is liable for rejection.
8. 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.
9. 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.
10. IT equipment shall be IPv6 ready from day one.
11. 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)
12. Scope of supply includes Training: Number of employees to be trained 10 , Place for Training FASAL-CoE and Duration of training 7 days.
13. 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 Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, 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](#)