



Bid Number: GEM/2022/B/2848990

Dated: 14-12-2022

# **Bid Document**

Bid Details			
Bid End Date/Time 24-12-2022 12:00:00			
Bid Opening Date/Time	24-12-2022 12:30:00		
Bid Offer Validity (From End Date) 175 (Days)			
Ministry/State Name	Ministry Of Education		
Department Name	Department Of Higher Education		
Organisation Name	Indian Institute Of Science Education And Research (iisers)		
Office Name	Pune 411008		
Total Quantity	11		
Item Category	Chair Office (Version 2) (Q3)		
MSE Exemption for Years of Experience and Turnover	d <sub>No</sub>		
Startup Exemption for Years of Experience and Turnover			
Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Bid to RA enabled	No		
Type of Bid	Two Packet Bid		
Time allowed for Technical Clarifications during technical evaluation	2 Days		
Evaluation Method	Total value wise evaluation		

### **EMD Detail**

Required	No

### ePBG Detail

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	Required	No
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# **Splitting**

Bid splitting not applied.

# **MII Purchase Preference**

MII Purchase Preference	No

#### **MSE Purchase Preference**

MSE Purchase Preference	Yes

1. 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% (Selected by Buyer)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 25%(selected by Buyer) percentage of total QUANTITY.

### Chair Office (Version 2) (11 pieces)

Brand Type	Registered Brand
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### **Technical Specifications**

\* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)	
GENERAL	Chair Type	Non-Revolving and Non-Tilting chair with Armrest	
REQUIREMENT	Chair frame type	Cantilever	
	Armrest type	Moulded armrest continuously fitted with seat bottom to backrest	
	Armrest front side	Flat	
	Seat type	Padded	
	Backrest type	Padded	
	Shoe/Studs material	Polypropylene	
CHAIR FRAME	Frame Material Configuration	One piece	
	Frame material	Steel tube (ERW quality) conforming to IS: 1161 (with latest Amendment)	
	The shape of tubular section of frame	Round	
	Section Size (Diameter/Sides) of frame	25 mm	
	Frame section wall thickness	1.2 mm	
ARMREST FABRICATION	The armrest material	Injection moulded polyurethane, N.A	

Specification	Specification Name	Bid Requirement (Allowed Values)
SEAT FABRICATION	Seat material	Moulded Plywood
	Seat material thickness	12 mm
	Density of Polyurethane foam used in seat ( ±2 Kg/Cub Meter	32
	Seat upholstered with	Fabric
	GSM of seat cover (± 3 GSM)	N.A
	Polyurethane foam thickness (for seat)	15 mm
	Color of Seat cover	Black
BACKREST	Backrest material	Moulded Plywood
FABRICATION	Backrest Material thickness	12 mm
	Backrest padded	N.A
	Density of Polyurethane foam used in Backrest ( ±2 Kg/Cub Meter)	32
	Backrest upholstered with	Fabric
	GSM of Backrest cover (± 3 GSM)	N.A
	Polyurethane foam thickness (for backrest)	15 mm
	Colour of Backrest cover	Black
DIMENSION	Seat Depth (± 5 mm)	430 mm
	Seat Width (± 5 mm)	440 mm
	Seat height from floor surface (± 5 mm)	435 mm
	Backrest width (± 5 mm)	350 mm
	Backrest height from seat (± 5 mm)	400 mm
	Arm Length (± 5 mm)	200 mm
	Arm Width (± 2 mm)	25 mm
COLOUR AND FINISH	Paint Type	Enamel Paint
	Polish Type	N.A
	Colour of Paint	Black
TEST REPORT AND CERTIFICATION	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove the conformity of product to the Specification	No

Specification	Specification Name	Bid Requirement (Allowed Values)
	Test reports to be furnished to buyer on demand	Yes
	BIFMA certification	No
	OEM of offered product is ISO 9001:2015 certified	Yes
	OEM of offered product is ISO 14001:2015 certified	No
	OEM of offered product is ISO 45001:2018 certified	No

### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	John Albert K	411008,Indian Institute of Science Education and Research, Pune (IISER) Dr.Homi Bhabha Road , Pashan, Pune Email: purchase@iiserpune.ac.in For Delivery Status: 020 2590 8169 For Payment Status: 020 2590 8180/8452	11	15

# **Buyer Added Bid Specific Terms and Conditions**

### 1. Generic

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. Service & Support

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. Sample Clause

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 1 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. Generic

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.

#### 5. Generic

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.

#### 6. Warranty

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 10 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-imberse the cost of such service / rectification to the Buyer.

### 7. Certificates

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.

### 8. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 9. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid

document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

#### 10. Generic

**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.

#### 11. Certificates

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.

#### 12. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

### 13. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 14. Generic

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

### 15. 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.

#### 16. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

### 17. Generic

**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

#### 18. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

# **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 Bid is also governed by the General Terms and Conditions

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---