

श्री चित्रा तिरुनाल आयुर्विज्ञान एवं प्रौद्योगिकी संस्थान, जैवचिकित्सकीय प्रौद्योगिकी स्कंध
SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY
BIO MEDICAL TECHNOLOGY WING



(एक राष्ट्रीय महत्व का संस्थान, विज्ञान एवं प्रौद्योगिकी विभाग, भारत सरकार)

(An Institution of National Importance, Dept. of Science and Technology, Govt. of India)

पूजप्पुरा, तिरुवनंतपुरम – 695012, केरल, भारत | Poojappura, Thiruvananthapuram – 695012, Kerala, India

टेलीफॉन नं / Telephone No: 0471-2340801 / 2520450, फैक्स / Fax: 0471-2341814

वेबसाइट / Website: www.sctimst.ac.in, ईमेल / Email: bmtstp@sctimst.ac.in

Dated **15.01.2022**

CORRIGENDUM - 1

Corrigendum - 1 dated 15.01.2022 is published for Tender No. **BMT/OTE/MDRCF/PAT/2021-22/01 (AUTOMATIC TISSUE PROCESSOR)** for incorporating following amendment(s)/ modification(s) in the tender documents.

1. Last date and time of online submission of bids, submission of hard copy of tender documents extended and date of tender opening extended.
2. The Provision for Earnest Money Deposit (EMD) is replaced with Bid Security Declaration.
3. The percentage of Performance Bank Guarantee (PBG) / Security Deposit reduced to 3% of the total purchase value.
4. Format of Bid Security Declaration published as Annexure - 3.
5. Restrictions under Rule 144 (XI) of General Financial Rules (GFRs), 2017 incorporated as Annexure - 4.

Sd/-

DIRECTOR

श्री चित्रा तिरुनाल आयुर्विज्ञान एवं प्रौद्योगिकी संस्थान, जैवचिकित्सकीय प्रौद्योगिकी स्कंध
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Dated **15.01.2022**

CORRIGENDUM - 1

TENDER NO - BMT/OTE/MDRCF/PAT/2021-22/01

“AUTOMATIC TISSUE PROCESSOR”

EXISTING

<i>Last date and time of online submission of bids</i>	15.01.2022 at 05:00 PM
<i>Last date and time of submission of Original EMD, tender document and hardcopy of technical bid with supporting documents (price bid has to be submitted online only). The tender will stand rejected if the price bid is submitted along with hardcopy of techno-commercial bid.</i>	20.01.2022 at 01.00 PM
<i>Date of tender Opening</i>	20.01.2022 at 3:00 PM

TO BE READ AS

<i>Last date and time of online submission of bids</i>	25.01.2022 at 05:00 PM
<i>Last date and time of submission of Tender document along with Bid Security Declaration and hardcopy of Technical Bid with supporting documents (price bid has to be submitted online only). The tender will stand rejected if the price bid is submitted along with hardcopy of techno-commercial bid.</i>	31.01.2022 at 01.00 PM
<i>Date of Tender Opening</i>	31.01.2022 at 3:00 PM

OTHER CONDITIONS MODIFIED AS UNDER

Page No. / Details	Existing	To be read as
<p>Page No. 2 Para. Nos. 3,4 & 5</p>	<p>All bids should be accompanied by <u>Earnest Money Deposit (EMD) of Rs. 1,75,000/-</u>. EMD may be in the form of an account payee demand draft, fixed deposit receipt, or banker's cheque in favour of Director, SCTIMST or a bank guarantee. However, in case of foreign bidder(s) bank guarantee in equivalent Foreign Exchange amount from any of the scheduled commercial bank in India should be accompanied.</p> <p>The Earnest Money Deposit shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The validity period of Bid is 180 days from date of Techno-Commercial Bid opening and hence the Earnest Money Deposit shall be valid for 225 days from Techno-Commercial Bid opening date. The EMD should be enclosed with Technical Bid only.</p> <p>The EMD will be waived based on the relevant certificate for the tendered items on production of documents such as DGS &D, NSIC Registration Certificate etc. for the specific category of item and should remain valid for the period required for EMD.</p>	<p>The hard copy of Technical Bid should be accompanied by Bid Security Declaration.</p> <p>The Original Bid Security Declaration should be enclosed with Technical Bid Only.</p>
<p>Page No. 2 Para. No. 9</p>	<p><u>Important Note: A scanned copy of the EMD should be uploaded with the online Technical Bid only, not with the Price Bid. Tenders not accompanied with equivalent EMD shall automatically stand rejected.</u></p>	<p><u>Important Note: A scanned copy of the Bid Security Declaration should be uploaded along with the Online Technical Bid only and not with Price Bid. Tenders not accompanied by the Bid Security Declaration shall automatically stand rejected.</u></p>

<p>Page No. 5 Point No. 18</p>	<p>For all supplies / contract above rupees one lakh, the successful tenderer should furnish a performance guarantee / security deposit @ 10 percent of purchase order value excluding GST against the item with warranty and 5 percent of purchase order value excluding GST against items without warranty in the form of Fixed Deposit or Bank Guarantee from a nationalized /scheduled bank having a validity period of 60 days beyond the completion of all contractual obligations of the supplier. The valid EMD can also be substituted for security deposit and balance amount if any shall be furnished by the successful tenderer.</p>	<p>For all supplies / contract above rupees one lakh, the successful tenderer should furnish a performance guarantee / security deposit @ 3% of purchase order value excluding GST in the form of Fixed Deposit or Bank Guarantee from a nationalized / scheduled bank having a validity period of 60 days beyond the completion of all contractual obligations of the supplier.</p>
<p>Page No. 6 Point No. 25 (1)</p>	<p>70% against negotiation of documents through irrevocable Letter of Credit. 30% against successful installation and commissioning. (As a pre-condition to open LC, the successful tenderer should furnish Performance Guarantee / Security Deposit @10% of the total assignment value (purchase value) in the form of Fixed Deposit or Bank Guarantee from the nationalised/scheduled bank which would be valid for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty).</p>	<p>70% against negotiation of documents through irrevocable Letter of Credit. 30% against successful installation and commissioning. (As a pre-condition to open LC, the successful tenderer should furnish Performance Guarantee / Security Deposit @ 3% of the total assignment value (purchase value) in the form of Fixed Deposit or Bank Guarantee from the nationalised/scheduled bank which would be valid for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty).</p>
<p>Page No. 9</p>	<p>Preference to Make in India: As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP(BE-II) dated 28.05.2018 and the subsequent orders thereof; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at Annexure - (3) which will form a part of this Tender Enquiry Document (TED) for evaluation and ranking of bids.</p>	<p>Preference to Make in India: As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP(BE-II) dated 28.05.2018 and the subsequent orders thereof; the purchaser reserves the right to give preference to the local supplier.</p>

Page No. 11 Annexure – 2 Point No. A – 1	Scanned Copy of EMD.	Scanned Copy of Bid Security Declaration.
Page No. 11 Annexure – 2 Point No. B	<p>Hard Copy of Technical Bid & Original EMD</p> <p>The hard copy of the Techno-Commercial Bid as specified above with the original EMD should be addressed to the Director, SCTIMST, Bio Medical Technology Wing, Poojappura, Thiruvananthapuram - 695 012, Kerala in the sealed envelope super scribed as "Techno-Commercial Bid", "Tender No.", "Item Name" and "Due Date". The sentence "NOT TO BE OPENED BEFORE <u>due date and tender opening time</u>" is also to be printed on this envelope.</p>	<p>Hard Copy of Technical Bid & Original Bid Security Declaration</p> <p>The hard copy of the Techno-Commercial Bid as specified above with the original Bid Security Declaration should be addressed to the Director, SCTIMST, Bio Medical Technology Wing, Poojappura, Thiruvananthapuram - 695 012, Kerala in the sealed envelope super scribed as "Techno-Commercial Bid", "Tender No.", "Item Name" and "Due Date". The sentence "NOT TO BE OPENED BEFORE <u>due date and tender opening time</u>" is also to be printed on this envelope.</p>
Page No. 13	Guarantee Bond for Earnest Money Deposit	--- Omitted ---
Annexure – 3	--- Nil ---	Bid Security Declaration
Annexure – 4	--- Nil ---	Restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Sd/-

DIRECTOR

BID SECURITY DECLARATION
(In Company Letter Head)

To,

The Director
SCTIMST
Thiruvananthapuram

Sir/Madam,

1. I/We, Mr./Ms.
authorized person to sign the bid documents for tender for supply, installation and commissioning of do hereby declare that I/We have gone through the entire tender documents including terms and conditions mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period validity of the bid after the deadline for submission of such documents.
3. If I/We withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline as defined in the tender document PO, we will be suspended for a period of Three Years from the date of disqualification from being eligible to submit bids/proposals for contracts with SCTIMST, Thiruvananthapuram.

Signature of Authorized Official

Place:

(with Seal of Firm)

Date:

(Name of Bidder)

Restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

- I. 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.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 1. An entity incorporated, established or registered in such a country; or
 2. A subsidiary of an entity incorporated, established or registered in such a country; or
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Competent Authority and Procedure for Registration

The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

Model Certificate for Tenders to be Submitted by the Bidder.

"I have read the clause regarding restrictions on procurement from a bidder of a 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 fulfils all requirements in this regard and is eligible to be considered."

Where applicable, evidence of valid registration by the Competent Authority shall be attached.