

**Bid Corrigendum** 

GEM/2025/B/6189953-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. Authorised Service Centre within the state of Odisha, along with a dedicated contact person with telephone number for technical solution in a fast track basis at this institution as and when required basis.
- 2. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 3. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 4. Make in india specific authorisation certificate needs to be enclosed.
- 5. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Department of Pathology Installation as per user Requirement ALL INDIA INSTITUTE OF MEDICAL SCIENCES, ANSARI NAGAR, NEW DELHI-110 029.

- 6. **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.
- 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 %.
- 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.
- 9. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

- 10. **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
- 11. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery

order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

- 12. 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: All components including spares/accessories/labor and third party item (if any) required for installation and f ully functional of equipment.
- 13. 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.

- 14. 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)
- 15. 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.
- 16. IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
- 17. 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.
- 18. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- 19. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- 20. 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.
- 21. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
- 22. 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.
- 23. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): As per our Attached Technical Specifications
- 24. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Annually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC

would include cost of

All components including spares/accessories/labor and third party item (if any) required for installation and f ully functional of equipment.

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

- 25. Warranty period of the supplied products shall be as given in specifications 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.
- 26. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope All components including spares/accessories/labor and third party item (if any) required for installation and f ully functional of equipment. (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. OEM undertaking is to be unloaded along with

compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

- 27. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
- 28. 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 3 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.
- Bidders can also submit the EMD with Account Payee Demand Draft in favour of AIIMS MAIN GRANT payable at AIIMS, NEW DELHI

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.

30. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C AIIMS MAIN GRANT

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

- 31. 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 AIIMS MAIN GRANT payable at
  - AIIMS, NEW DELHI

. 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.

32. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of AIIMS MAIN GRANT

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of

PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

- 33. Buyer uploaded ATC document <u>Click here to view the file</u>.
- 34. Buyer Added text based ATC clauses

#### Dated:-19.05.2025

## GEM Bid No.GEM/2025/B/6189953

## Tender Reference no.XX-16/SO(DO)/Path/GEM/2025-26/M&E

#### CORREGENDUM

It is inform that the GeM Bid No. GEM/2025/B/6189953 dated 01.05 .2025 and tender reference Tender Ref. NO. XX-16/SO(DO)/Path/GE M/2025-26/M&E has been published on GeM Portal, after pre bid m eeting (dated 09.05.2025) there is some amendments as detail give n below:

| Sr. No. | Existing | Read as Amended /Extended   |
|---------|----------|---|
| 1.      |          | Enclosed Revised Technical Spec<br>ifications attached Annexure-1 |

All other terms & condition of the tender are

unchanged. (Annexure-1 see corrigendum attachment)

### 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 <u>attached categories</u>, 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.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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



#### ALL INDIA INSTITUTE OF MEDICAL SCIENCES ANSARI NAGAR, NEW DELHI-110029 <u>Stores Section (DO)</u>

#### Dated:-19.05.2025

#### GEM Bid No.GEM/2025/B/6189953

## Tender Reference no.XX-16/SO(DO)/Path/GEM/2025-26/M&E

#### CORREGENDUM

It is inform that the GeM Bid No. GEM/2025/B/6189953 dated 01.05.2025 and tender reference Tender Ref. NO. XX-16/SO(DO)/Path/GEM/2025-26/M&E has been published on GeM Portal, after pre bid meeting (dated 09.05.2025) there is some amendments as detail given below:

| Sr. No. | Existing                 | Read as Amended/Extended   |                        |                        |
|---------|--------------------------|----------------------------|------------------------|------------------------|
| 1.      | Technical Specifications | Enclosed<br>Specifications | Revised<br>attached Ar | Technical<br>nnexure-1 |

All other terms & condition of the tender are unchanged.

7 19/5/25

Sr. STORES OFFICER (DO)

# XX-16/SO(DO)/Path/GEM/2025-26/M&E GEM/2025/B/6189953

As per scheduled date, the pre-bid meeting against tender No XX-16/SO(DO)/Path/GEM/2025-26/M&E GEM/2025/B/6189953 for the Purchase of Semi-automated Rotary Microtome for Histopathology (13 no.) was held on 9.05.2025 with the below mentioned TSEC members. In reply to the queries raised by various firms in the pre bid meeting held on 9.05.2025 for purchase of "Semi-automated Rotary Microtome for Histopathology (13 no.) -" for Dept of Pathology, please find point to point clarifications

Dr. Sandeep Mathur

(Prof. of Pathology)

Alimsandeep Mathur, MD

All India Institute of Medical Sciences Ansari Nagar, New Delhi-11' | 29

Dr. Shipra Dept of of Pathology,

AIIMS

PROF. & HEAD OF PATHOLOGY Prof. V.K. Iver, MD Professor of Head Department of Pathology All India Institute of Medical Sciences Ansart Nagar, New Delhi-110029 42

Dr. Prasenjit Das

(Prof. of Pathology)

Officer-In-Charge Store AUMS Prof. of Patholeov Prof-in-Charge S All India Institute of Mild Science Ansari Nagar, New Double 202

Dr. Saumyaranjan Mallick,

Dept of of Pathology,

AIIMS

Dr. Sudheer Arava, Prof, Dept of Pathology, AIIMS

# ANNEXURE -1

### <u>Amended specifications to be uploaded for Semi-automated Rotary Microtome for</u> <u>Histopathology (13 no.)</u>

# Prebid meeting conducted on 09.05.25

# Tender - XX-16/SO(DO)/Path/GEM/2025-26/M&E GEM/2025/B/6189953

1.Semi-automatic microtome with stepper motor driven specimen feed and electronic coarse feed wheel i.e. Two manual sectioning modes: rocking mode and conventional manual sectioning with full hand-wheel rotation

2. Integrated lockable hand wheel capable of being locked in any desired position.

3. Wide anti-static (surface) section waste tray.

4. Section thickness range: 0.5 to100  $\mu$ m (maximum 5% variations only). Should offer precise control over section thickness (typically 3–5  $\mu$ m for routine histopathology tissue sectioning).

5. Trimming range: 1 to 500  $\mu$ m with step trim function which should be adjustable in fine increments ranging from 1-5  $\mu$ m to 50  $\mu$ m per step.

# 6. Specimen retraction should occur in return stroke. Retraction value can range from 3-50 μm or better if programmable or fixed at a value within the above range

7. Unique rocking mode function on the control panel for rapid trimming which will allow turning the hand-wheel back and forth over a short distance without the need of deactivating the retraction. Each change in the sense of rotation will be electronically detected and automatically converted into an advance or retraction movement of the specimen, without compromising the ribboning of the sections.

8. Section thickness settings for trimming and sectioning can be selected and saved independently of each other.

9. The horizontal feed should be 24-28 mm and vertical stroke length of at least 70 mm.10. Motorized horizontal specimen head movement can be done either using the feed

buttons on the control panel (continuous or in step feeding mode) or using an ergonomically positioned feed wheel. This can be personalized by user and should be selectable in preferred turn direction.

11. Adjustable Electronic coarse feed speeds for slow and fast forward and backward speed.12. Separate control unit with display for section thickness, number of sections, thickness totalisation, and trimming thickness.

13. Blade holder should remain stationary in all conditions for proper sectioning.

14. The machine should be vibration free.

15. Universal Block Holder: Universal cassette clamp (tissue microarray compatible) with both vertical and horizontal cassette holding capacity. Two of these should be provided with all machines.

16. Specimen orientation universal 80, and rotatable 3600 is desirable.

17. Capable of cutting paraffin as well as epoxy resin blocks.

18. Atleast one hand wheel locking systems.

19. Blade Holder for both high- and low-profile disposable steel blades should be provided for each microtome, with integrated finger guard protection covering both the top and sides of the blade.

20. All-important controls should be located on the user friendly separate control panel with adjustable inclination angle for ergonomic operation.

21. Unique magnetized antistatic section waste tray holds a large volume of waste and offers ease of cleaning due to its antistatic surface resulting in improved workflow and efficiency at a reduced cleaning time.

22. The instrument should be certified by European CE/ ISO/ US-FDA.

23. Following consumables should be supplied at no extra cost: Twenty packs of 50 blades each, high-profile stainless-steel microtome blades of high quality should be supplied with

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each microtome at no extra cost. Lubricant machine oil bottles- 2, cleaning brush quantity 2, tissue section brush quantity 2 with each microtome.

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24. Any recurrent proprietary consumables required for running the machine should be separately listed and their price should be separately quoted (non-optional). The price of said consumables required for the 1st two years should be included in the price of the instrument and whould be fixed for next 3 years utilizing a rate contract.

25. Warranty clause: Comprehensive Warranty of 2 years and CAMC for 8 years after completion of warranty period should be provided. Warranty must include spares and third party supplied parts if any, and comprehensive CAMC for next 8 years should be quoted (not optional).

26. The supplier should provide periodic maintenance services at the user department as per NABL standards.

27. The Vendor will perform IQ/OQ/PQ during installation and OQ/PQ every year as per NABL recommendations.

28. The machine should be installed in minimum 10 Hospitals Labs of repute across India in both Govt and Private sectors. It should be satisfactory working condition in those set-ups for a minimum period of 1 year with the supporting documents to ratify the claim.
29. Penalty Clause: In no case instrument should remain in non-working condition for more than 7 days, beyond which a penalty of 2% of machine cost will be charged per day.
30. The machine should be upgraded freely during the warranty period, if any newer version of software is launched (if applicable). If the newer version of software requires hardware upgradation (computer/server/Microsoft newer version) the vendor will supply the compatible hardware also without any additional cost.

31. On site physical departmental physical demonstration is mandatory. Final acceptance of the machine shall be based on the mandatory departmental physical demonstration and

evaluations taking into account previous technical experiences and support extended by a

bidder/ manufacturer, if any.

#### Amended points:

| Point<br>no. | Original  | Amendment  | Remarks  |
|--------------|---|--|--|
| 6            | Specimen retraction<br>should occur in return<br>stroke. Programmable<br>retraction of 5 $\mu$ m to<br>100 $\mu$ m in 5 to 40 $\mu$ m<br>increments which can<br>be deactivated if<br>required (with on/off<br>function).   | Specimen retraction<br>should occur in return<br>stroke. Retraction value<br>can range from 3-50 µm<br>or better if<br>programmable or fixed<br>at a value within above<br>range   | For wider<br>participation                           |
| 10           | Motorized horizontal<br>specimen head<br>movement can be done<br>either using the coarse<br>feed buttons on the<br>control panel<br>(continuous or in step<br>feeding mode) or using<br>an ergonomically<br>positioned coarse feed<br>wheel. This can be<br>personalized by user<br>and should be<br>selectable in preferred<br>turn direction. | Motorized horizontal<br>specimen head<br>movement can be done<br>either using the feed<br>buttons on the control<br>panel (continuous or in<br>step feeding mode) or<br>using an ergonomically<br>positioned feed wheel.<br>This can be<br>personalized by user<br>and should be selectable<br>in preferred turn<br>direction. | For wider<br>participation                           |
| 12           | Precise specimen<br>orientation with zero-<br>point indication,<br>orientable upto 8° X-Y   | Deleted  | Point is deleted to<br>invite wider<br>participation |

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|    | axis to help in making<br>perfect orientation at<br>2,4,6,8 degree of the<br>sample |         |  |
|----|---|---------|--|
| 21 | It should have hand rest for easy sectioning  | Deleted | Point is deleted to<br>invite wider<br>participation |

Dr. Sandeep Mathur

(Prof. of Pathology)

AIIMS

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Dr. Shipra Dept of of Pathology, AIIMS

Dr. Narrata Makkar, Representative of Med. Superintendent, AIIMS

with Prof. Priti, LHMC, New Delhi

Dr. Prasenjit Das (Prof. of Pathology) Officer-In-Charge Store AIIMS

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Dr. Saumyaranjan Mallick, Dept of of Pathology, AIIMS

Prof. Nadeem Tanveer,

UCMC, Delhi

Dr. Sudheer Arava. Prof, Dept of Pathology, AIIMS

Dr. Ashutosh Halder Prof. & HOD, Reproductive Biology

AIIMS

A representative from DGHS

Sh. Rakesh Kumar DDG(Stat)