# GOVERNMENT OF INDIA MINISTRY OF HOME AFFAIRS (PROCUREMENT WING) JAISALMER HOUSE, 26 MAN SINGH ROAD, NEW DELHI-110 011

Dated 03.01.2019

## CORRIGENDUM NO. 03 <u>TO GLOBAL TENDER ENQUIRY (GTE)</u> No. D/21013/3275/13.09.2018/P-1 Dated 30.11.2018

Ref: GLOBAL TENDER ENQUIRY (GTE) NO. D/21013/3275/13.09.2018/P-1 DATED 30.11.2018 FLOATED ON CPP PORTAL AND SCHEDULE TO BE OPENED ON 17.01.2019 (TECH BID) FOR SUPPLY, INSTALLATION AND COMMISSIONING OF GENETIC ANALYZER QTY. 09 UNITS FOR ONE UNIT EACH AT (I) BHOPAL (II) GUWAHATI (III) HYDERABAD )IV) KOLKATA (V) PUNE AND (V) 04 UNITS-AT CHANDIGARH UNDER DFSS.

A pre-bid meeting under the Chairmanship of Director of Women Safety, New Delhi was held on 11.12.2018 at 1100 AM to address the points raised by prospective bidders in connection with Global Tender Enquiry (GTE) issued by MHA on 30.11.2018 floated on CPP portal for procurement of Genetic Analyzer - Qty. 09 Nos. for CFSLs, of DFSS. After discussion in the pre-bid meeting, after approval of competent authority, following amendments are hereby issued against the subject GTE. These changes may be effected wherever it is defined in the text of the tender documents and it may be treated as amended accordingly:-

### (Minutes of Pre-Bid Meeting)

SN	Ref. of Para in GTE	Clarification Sought by Rep. of firms	Changes agreed/Not agreed by MHA/Amendment in GTE
1	Annexure-II SI.No.23 at page No.7 of GTE.  Existing Clause:- Supplier shall provide consumable and spare parts/accessories for 10 years use of equipment as per the Standard Practice of Manufacturer/firm.	M/s Invitrogen Bioservice India Pvt Ltd. requested to clarify the clause	Tender Condition persists.  However, It is clarified that Bidder will assure and certify that they will provide consumable and spare parts / accessories for 10 years use of equipment as per the Standard Practice of Manufacturer/firm.
2	Annexure-II Clause No. 6.2 (c)(iii) at page No.14 of GTE  Existing Clause:- Bidder should also quote price of consumable kits for analysis of minimum 1000 DNA samples annually, for 05 years separately for genetic analyser .It will not have impact on L1 status.	M/s Invitrogen Bioservice India Pvt Ltd How many consumables kits price to be quoted? 1000 samples/unit or with each unit. (Page No. 14 of GTE)	Set of Consumable kits for analyses of 1000 DNA samples to be quoted separately for Genetic Analyser. It will not have impact on L1 status.

### 3. Annexure IV , Clause 6A (i)

### Payment Terms for Imported and

### **Domestic Goods**

100 % payment shall be paid on receipt of goods at destination, successful installation, commissioning, training and final acceptance of goods by the consignee in terms of contract and submission of performance guarantee for 10% of the total contract value valid till warranty period.

### M/s Invitrogen Bioservice India Pvt Ltd

At sight/ Validity/ other terms : please Clarify

### Amendment:

### For:

Existing entries

### Read:

### i) FOR IMPORTED GOODS:

To Foreign seller: 80% net value of stores for delivery at destination will be paid on receipt of item in good and acceptable condition by the consignee at destination CIP/FOR and on submission of performance guarantee for 10% of total contract value valid till warranty period and balance 20% payment shall be paid on successful installation, commissioning, training and final acceptance of the goods by the consignee.

To Indian Agent: 100 % payment of agency commission, if any, as quoted in price bid, shall be paid in Indian Rupees after successful installation, commissioning, training and final acceptance of the goods by the consignee in terms of contract.

### (ii) FOR DOMESTIC GOODS:

To Indigenous seller: 80% net value of stores for delivery at destination will be paid on receipt of item in good and acceptable condition by the consignee at destination and on production of required documents (as mentioned in tender documents) and submission of performance guarantee for 10% of total contract value valid till warranty period and balance 20% payment shall be paid on successful installation, commissioning, training and final acceptance of the goods by the consignee.

It may be read as wherever it is mentioned in GTE.

### 4. Annexure IV , Clause 6 B (i) Mode of Payment

Foreign seller - The payment to the foreign supplier / contractor will be made through irrevocable Letter of Credit (LC) opened through State Bank of India.......

### M/s Invitrogen Bioservice India Pvt

Payment processing at single location or multiple location. (at Page No. 31 of GTE) As each consignee is a separate indenter ,hence each consignee will open separate 1/C



### 5. Annexure IV , Clause 10

Custom Duty: If it is intended to ask for custom duty or any other charges extra the same must be stated in price bid. In absence of stipulation it will presumed that prices are inclusive of all such charges and no claim for the same will be entertained. The contract is for supply, installation and commissioning, and trainings. Hence the supplier is fully responsible for and should make his own arrangements for transit import. transport. insurance till safe arrival of entire goods to the consignee's premises, clearance of goods through customs, etc. he shall do so in his own name and not in the name of the purchaser, the custom duty exemption certificate may be provided by the purchaser to the supplier (if applicable). The tenderer should also indicate correctly the rate of custom duty applicable for the goods in question and the corresponding Indian customs tariff number.

### M/s Invitrogen Bioservice India Pvt Ltd. pointed out that:-

Who will provide duty/GST exemption documents-Single location or individual consignee?

### **Tender Condition persists**

However, No custom duty exemption certificate will be issued unless covered by any customs notification.

### 6. Annexure-IV Clause No. 9 at page No.32 of GTE

### **Existing Clause:-**

### **AMC Clause**

The Seller would provide AMC for a period of 7 years which will commence after warranty period of three years enabling en-user to enter into AMC. The charges for the AMC shall be quoted by the bidder for post warranty period. The Rates quoted for AMC will have impact on the status of L-1 firm. Successful tenderer will also have to submit Separate 10% performance Gaurantee of order value for AMC contract if ordered by enduser in later stage.

### M/s Invitrogen Bioservice India Pvt Ltd.

AMC after warranty
- 2 years or 3 years
(at Page No. 32 of
GTE)

As per Annexure IV clause 8 at page 32 of GTE

Period of Guarantee / Warranty: 02 years from the date of successful installation/commissioning of equipment and training to the entire satisfaction of the Consignee

As per Appendix 8 it is mentioned for 2 years.

However, it may be read as Warranty: 02 years wherever it is mentioned in GTE



7.	Annexure-II Clause No.12 (C) (iii) at page No.18 of GTE  Existing Clause:-  EMD in the form of Bank Guarantee of Foreign bidders should be issued or confirmed by any schedule commercial bank in India.	M/s Invitrogen Bioservice India Pvt Ltd.  Acceptability of PBG from Nationalized/ Scheduled Bank (at Page No. 12 & 48 of GTE)	Tender Condition persists Kindly go through clause 12 (c)
8.	Appendix 2 General Specification of 'Genetic Analyser"  2. Equipment should be validated for running different commercially available forensic STR kits for applications in forensic laboratory.	M/s Invitrogen Bioservice India Pvt Ltd.  No. of samples processed in a run	Minimum 8 samples or above
9.	·	M/s Promega Representative of said firm stated that their system will be launched in Feb 2019, which will be open system wherein kits of any make/model can be utilized for analysis Are they eligible for the bid.	It was clarified that if the firm fulfills the tender condition and are eligible, they can participate in the bid.

2. All other terms and conditions will remain unchanged. The bidders may submit their bids accordingly.

(Inderjeet Chawla) 2-IC(Proc)
For and on behalf of the President of India

### copy to: -

1	Indenters – (1) The Coordinator, Central Forensic Science Laboratory, Gomantika Parisar, Jawahar Chowk, Bhopal, (M.P) – 462003.			
	(2) Director, Central Forensic Science Laboratory, Dakshin Marg, Sector 36-A, Chandigarh- 160036.			
	(3) Director-Cum-Coordinator, Central Forensic Science Laboratory, 16, Lachit Borphukan Path, Tetelia Gotanagar, Guwahati – 781011.			
	(4) Director, Central Forensic Science Laboratory, Ramanthapur, Hyderabad, Telangana -500013.			
	(5) Director, Central Forensic Science Laboratory, 30, Gorachand Road, Kolkatta – 700014.			
	(6) The Coordinator, Central Forensic Science Laboratory, 38/4, Krshna Complex, Kharadi Bypass, Kharadi, Pune – 411014.			
2.	Director, Dte. Of Forensic Science Block No. 09, 8th Floor, CGO Complex, Lodhi Road, New Delhi- 110003.	For information with reference to this wing GTE of even No. dated 30.11.2018.		
3	Ministry of External Affairs, UOI New Delhi.	With requested to forward copy of corrigendum notice to the Ambassador / High commissioner of Embassies of those countries who are likely suppliers of subject store.		
4	The Section Officer (IT), IT Cell Website room no. 10, MHA, North Block, New Delhi-110001.	With requested to get it incorporated in the official website of the Ministry of Home Affairs.		

