

Bid Corrigendum

GEM/2023/B/4015945-C3

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the bid or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

- OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of the bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the order quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders must accept the orders accordingly.
- Buyer Added text based ATC clauses

Corrigendum-I

Corrigendum for Technical Specification and Bid End Date Extension

In reference to GEM Bid number: **GEM/2023/B/4015945** dated **27/09/2023** under the technical description following has been updated:

Technical Specification Updated			
	Operating System	Old Value	New Value
1	Operating System (Factory Pre-Loaded)	DOS / Ubuntu	Windows 11 Pro
Technical Specification Added			
1	OS Support	Machine should support DUAL boot (Windows as well as Linux)	
2	Factory Preloaded OS Declaration form OEM	BID SPECIFIC declaration from OEM for Factory Preloaded OS	
3	Eligibility Criteria of OEM/Bidder	OEM must support recovery media creation through its website and install the operating system when required and bring the computer back to its original factory condition as configured by the OEM	

New BID End Date: **14/10/2023**

Approval is also attached in ATC Document.

**All Bidders (Participating/Participated) should take care of this change in Technical Spec's and p
pdate accordingly.**

This is with the approval of Competen

Terms and Conditions (As per GeM)

1. General Terms and Conditions-

1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, de
e schedule above, in accordance with the General Terms and Conditions (GTC) as available on the Ge
nless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or E
Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring
and / or commissioning and other services in the scope of supply (as indicated in respective product
eification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per ti
ime of the buying organisation. Seller may get the same confirmed from consignee before scheduling

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delive
s at consignee / delivery location (preferably pasted / attached outside the consignment / package) f
rence and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be
ot later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the
per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations u
tract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security fun
e Seller.

1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / tra
loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice /
. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) char
bill is not more than what is payable under the provision on the relevant Act or the Rules made there
hat the Goods on which GST has been charged have not been exempted under the GST Act or the Ru
ere under and the charges on account of GST on these goods are correct under the provision of that
les made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement o
ve the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of tow
oi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in
all be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the origin delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the delayed period as pre-estimated damages not exceeding 10% of the contract value without any control of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable to the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concerned year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that they have not been black listed by any Agency whatsoever till date.

2. Buyer Added Bid Specific Terms And Conditions-

2.1 Bidder financial standing: The bidder should not be under liquidation, court receivership proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.2 Bidders shall quote only those products in the bid which are not obsolete in the market and have adequate residual market life i.e. the offered product shall not be declared end-of-life by the OEM before the bid opening.

2.3 Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower) up to the maximum of quoted GST %.

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

2.5 Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents and match and verify the Data Sheet with the product specifications offered. In case of any unexplained technical parameters, the bid is liable for rejection.

2.6 - NA

2.7 Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee.

2.8 Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturer Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and No. required to be furnished along with the bid.

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

2.10 OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offer 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 shall be submitted from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant periods. The same shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 years, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest value should meet this criterion.

2.11 IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have an office in India to provide after sales service support in India. The certificate to this effect should be submitted.

2.12 Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty center is not already there at the time of bidding, successful bidder / OEM shall have to establish one day of award of contract. Payment shall be released only after submission of documentary evidence of Functional Service Centre.

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

2.14 Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone No. for Service Support.

2.15 Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents such as ATC document, ATC and Corrigendum if any.

2.16 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports as on date of bid opening (to be uploaded with bid): OEM or OEM Authorization.

2.17 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), 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 warranty 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 locations are to be uploaded along with the bid.

2.18 NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

20. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid in proving the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the order have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

21. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation and commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and two previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest order value should meet this criterion.

Note1: -

1-Buyer organization is an Institution which is registered with the Department of Scientific & Industrial Research (DSIR) for purposes of availing of Custom Duty Exemptions in regular notifications of GOI (refer to the order issued) so the institute is eligible for Custom Duty Exemptions. CDEC* will be provided (Only If Applicable)

***CDEC will be given only for the imported item's value which is exclusive of GST.**

(Although No GST Exemption Certificate will be provided as GST exemption is disallowed by the GOI)

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1- See Additional Document attached in ATC Documents which needs to be submitted. (Mandatory)

Additional T&C (If Any) - See Attachment in ATC For Specifications or BID related Documents (Mandatory)

Note-2

01 - All Bidders should provide quoted item's Make & Model No with its official/printout (Mandatory) if brochure is NA, then please provide detailed specifications (with Model No) as required/asked in BID and this should be in your Co./Firm letter head signed & stamped (Do Not Copy Paste our Required/Asked Specifications)

02 - Copy/Paste of Our Required Technical Specifications or any non-relevant documents included in Technical BID from bidders may lead to rejection of BID.

Special Note - Item required only as per our Additional Technical Specifications Full list is mentioned in Additional Tech Parameters in BID Document & Scope of Work overrides BID Selected Item because selected item not meet our technical requirements. So Please Quote Accordingly, not fulfilling the Additional Tech Specs may lead to rejection of BIDs.

ATC-2

All the Bidders need to upload a document in ATC-2 Tab regarding Previous Supply of similar item as Required in BID (at least two order copies) for the reasonability of price.

Special Note 1 - Participating bidders can ignore the Make/Model/Brand name (if mentioned in bid document) while participating in the bid. Bidders can quote for equivalent product bid.

3. 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 Organization, whereby 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 the modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exercise provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category being 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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying 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.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they should raise their representation against the same by using the Representation window provided in the bid details field in Seller's 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](#)