

Bid Corrigendum

GEM/2022/B/2488995-C19

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. Buyer Added text based ATC clauses

1. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years' residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
2. The installation should be supported with spares for a minimum period of 10 years after successful installation and commissioning. "All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period". (A line of confirmation should be submitted along with the bid document.)
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
4. **Compliance Sheet and Brochure** of the product(s) offered in the bid, are to be uploaded along with the bid documents. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
5. **Experience:** 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.
6. **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) Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller at consignee location free of cost. The payment will be released only thereafter.
7. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
8. Participating bidders should submit **OEM Authorization Certificate** along with the bid documents as per the format given in Buyer uploaded ATC document.
9. 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.

10. **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 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
11. 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.
12. **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 5 / 9 L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% 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 percentage of 100% of total value.
13. **Service & Support:** 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 centre 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. BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support and provide Escalation Matrix of Telephone Numbers for Service Support.
14. **Warranty** period of the supplied products shall be **5 Years for Active Components & 25 Years for Passive Components** 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.
15. The bidder should submit a declaration confirming that the Product Cost / Total Cost does not include warranty charges other than OEM Warranty. If any charges claimed by the bidder towards Three Years warranty which is included in the Product Cost / Total Cost should be indicated in the

declaration form. Aforesaid declaration should be submitted along with the technical bid. The split-up of warranty cost (year wise) shall be provided by the bidder separately in the financial document sought for.

16. 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. 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 reimburse the cost of such service/rectification to the Buyer.
17. Performance (during Warranty period): The time spent on the repair work will be added to the warranty period of the equipment.
18. **Comprehensive Annual Maintenance Contract (CAMC):** CAMC charges permissible shall be a maximum of 5% of order value of Active Components plus applicable GST per year after warranty period. The bidder should quote their CAMC rates (within the permissible rate) separately in the Financial Document sought for. CAMC charges should be calculated on the basis of cost price of Active Components Only. The cost of extended warranty if any, Passive Components, laying charges, labour and GST of the equipment etc. should not be considered to work out CAMC charges. A line of confirmation in this regard should be uploaded with the bid documents.
19. The Bidder should give the detailed split up of their quoted price in the Financial Document sought for.
20. The successful bidder shall enter into CAMC with SCTIMST, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.
21. Performance (during CAMC period): Uptime means 95 percent of total days in a year during which the equipment remains functional. Down time means any shortage in achieving the up-time. Down time attracts penalty.
22. Penalty during CAMC period will be applicable as per prevailing Rules of SCTIMST as amended from time to time.
23. List of Essential Spares & Consumables: If the equipment contains any essential spares and consumables, the price should be frozen for minimum 3 years after warranty period. The price of the spares and consumables should be submitted separately by the bidder in the Financial Document sought for. The format is available in the Buyer uploaded ATC document.
24. If the item involves software, the successful bidder should obtain software license in the name of 'Director, SCTIMST' and the paper license / email license to be transferred to the name of Institute.
25. 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.

26. **Performance Bank Guarantee:** The successful bidder should furnish a performance guarantee/security deposit @ 3 percent of purchase order value for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty. Besides ePBG, PBG can also be submitted in the form of Bank Guarantee, FD Receipts pledged in the name of Director, SCTIMST or Account Payee Demand Draft drawn from a nationalized bank favoring The Director, SCTIMST payable at Thiruvananthapuram. The PBG format is shown in the Buyer uploaded ATC Document. Hard copies of PBG in original should reach the buyer within 15 days of award of contract.
27. **EMD** can be submitted in the form of Account Payee Demand Draft drawn in any a nationalized bank favoring The Director, SCTIMST payable at Thiruvananthapuram. The hard copy of EMD should reach the buyer within 5 days from the closing date of the bid failing which the bid will summarily be rejected.
28. **Integrity Pact** Agreement will form part and parcel of this tender. It is mandatory to enclose the Integrity Pact Agreement along with the techno-commercial bid. The format is available in the Buyer uploaded ATC document.
29. Details of **Independent External Monitor(s):**

Sri. Prahlad Kumar Sinha, IP & TAFS (Rtd.)

Mobile No.09423677066, Email: pekay66@gmail.com.
30. Declaration regarding local content for **Make in India** preference shall be uploaded along with the bid documents.
31. **Restrictions under Rule 144 (xi) of GFR 2017:** Any bidder from a country which shares a land border with India will be eligible to participate in this bid only if the bidder is registered with the Competent Authority in accordance with restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 as amended from time to time. The bidders shall enclose the following certificate along with the bid documents.

"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 vendor/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 vendor/bidder fulfills all requirements in this regard and is eligible to be considered for procurement from GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."
32. **Liquidated Damages:** If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order/GeM Contract, the Buyer shall, without prejudice to other rights and remedies available to the Buyer under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, Buyer may consider termination of the contract.
33. If any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions: (a) Imposition of liquidated damages, (b) Forfeiture of its Performance Security and (c) Termination of the Contract for default
34. Bidders must ensure that only the concerned document is uploaded in a particular field for document upload. Uploading the same document in multiple fields should be avoided.

35. Bidder's offer is liable to be rejected if they do not upload any of the certificates/ documents sought in the Bid document, ATC and Corrigendum if any.
36. The successful bidder has to register at SCTIMST Vendors' Portal and get themselves verified once the purchase order is generated. The payment will be processed only after successful verification of the seller in the portal.

CORRIGENDUM

#	Tender Ref.	Existing	To be read as
1	Annexure I Technical Specification 1. Switch - Category 1	c) Should support wire speed switching throughout of minimum 1.25Tbps	c) Should support wire speed switching throughput of minimum 800Gbps
2		d) Should support distributed Layer 2 and Layer 3 forwarding of minimum 950 Mbps	d) Should support distributed Layer 2 and Layer 3 forwarding of minimum 595 Mpps
3		v) Should have 100K IPV4 and 100KIPV6 and 32K Multicast Route	v) Should have 2K IPV4 and 1KIPV6 and 16K Multicast Route
4		w) Should have 200K MAC address	w) Should have 32K MAC address
5		y) Should have EAL3/NDPP/NDcPP certification	y) Should have RoHS/CE Report/IEC/CAN/CSA/UL/CB certification
6	Annexure I Technical Specification 2. Switch - Category 2	b) Should support wire speed switching throughout of minimum 128 Gbps	b) Should support wire speed switching throughput of minimum 128 Gbps
7		c) Should support distributed Layer 2 forwarding of minimum 95 Mbps	c) Should support distributed Layer 2 forwarding of minimum 95 Mpps
8	Annexure I	b) Should support	b) Should support wire

	Technical Specification 3. Switch - Category 3 - 24 Port	wire speed switching throughout of minimum 88 Gbps	speed switching throughput of minimum 128 Gbps
9		c) Should support distributed Layer 2 forwarding of minimum 65 Mbps	c) Should support distributed Layer 2 forwarding of minimum 95 Mpps
10	Annexure I Technical Specification 4. Switch - Category 3 - 24 Port PoE	a) The switch should be Layer 2 switch with minimum 8 x 1/2.5GBase-T ports, 16 x 1000Base-T ports and 4 x SFP/SFP+ ports	a) The switch should be Layer 2 switch with minimum 4x 1/2.5GBase-T POE ports, 20 x 1000Base-T ports POE and 4 x SFP/SFP+ ports
11		b) Should support wire speed switching throughout of minimum 88 Gbps	b) Should support wire speed switching throughput of minimum 128 Gbps
12		c) Should support distributed Layer 2 forwarding of minimum 65 Mbps	c) Should support distributed Layer 2 forwarding of minimum 113 Mpps
13	Annexure I Technical Specification 5. Switch - Category 3 - 10G 24 Port	b) Should support wire speed switching throughout of minimum 480 Gbps	b) Should support wire speed switching throughput of minimum 480 Gbps
14		c) Should support distributed Layer 2 forwarding of minimum 350 Mbps	c) Should support distributed Layer 2 forwarding of minimum 350 Mpps
15	Annexure I Technical Specification 6. Switch - Category 3 -	b) Should support wire speed switching throughout of minimum 136 Gbps	b) Should support wire speed switching throughput of minimum 136 Gbps

16	48 Port	c) Should support distributed Layer 2 forwarding of minimum 100 Mbps	c) Should support distributed Layer 2 forwarding of minimum 100 Mpps
17	Annexure I Technical Specification 11. Wireless access points	a) Access Points proposed must include radios for 2.4 GHz and 5 GHz with 802.11ac Wave 2.	a) Access Points proposed must include radios for 2.4 GHz and 5 GHz with 802.11ax Technology.
18		g) Access point must support a minimum of 1.9 Gbps user throughput including both the radios.	g) Access point must support a minimum of 1.9 Gbps user throughput including both the radios.
19		n) Should support 802.11i, Wi-Fi Protected Access 3(WPA3), WPA2, WPA and Advanced Encryption Standard(AES)	n) Should support 802.11i, Wi-Fi Protected Access WPA2, WPA and Advanced Encryption Standard(AES) or better.
20		o) Access Point should 802.11 DFS certified	-deleted-
21	Annexure I Technical Specification 24. CAT 6 UTP Cable	f) Approvals: (a) UL Listed / UL Verified. (b) ETL verified to TIA / EIA Cat 6	f) Approvals: UL/ETL Certification
22	Annexure I Technical Specification 25. CAT 6A UTP cable	g) Approvals: UL Listed	g) Approvals: UL/ETL Certification
23	BOM Item No. 60	Link Testing(OTDR), labelling & documentation with layout of	Link Testing (OTDR), labelling & documentation with layout of fibre nodes and OEM performance guarantee certification for

		fibre nodes and OEM performance guarantee certification for 25 years	20 years
24	Buyer Uploaded ATC Document	-	Format for detailed price split-up included.
25	MII Local Content Declaration	-	The bidders shall submit the MII Local Content Self Certification as per Form 1 (Page No.10 of 12) of Dept. of Telecommunication Notification No. 18-10/2017-IP dated 29.08.2018.

- 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 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 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.
- Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- Creating BoQ bid for single item.
- Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- Floating / creation of work contracts as Custom Bids in Services.
- Seeking sample with bid or approval of samples during bid evaluation process.
- Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- Seeking experience from specific organization / department / institute only or from foreign / export experience.
- Creating bid for items from irrelevant categories.
- Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- Reference of conditions published on any external site or reference to external documents/clauses.
- 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 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](#)