

Bid Corrigendum

GEM/2022/B/2761223-C11

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. 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.
11. **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.
12. **Warranty** period of the supplied products shall be a minimum of **5 Years** 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.
13. 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 successful bidder separately when sought for by the Buyer.
14. 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 within 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.
15. Performance (during Warranty period): The time spent on the repair work will be added to the warranty period of the equipment.
16. The successful Bidder should give the detailed split up of their quoted price when asked for by the Buyer.

17. Comprehensive Annual Maintenance Contract (CAMC): CAMC charges permissible shall be a maximum of 5% of order value plus applicable GST per year after warranty period. The bidder should quote their CAMC rates (within the permissible rate) separately. CAMC charges should be calculated excluding the extended warranty cost, if any, and GST of the equipment.
18. Annual Maintenance Contract (AMC) Labour: Labour AMC charges shall be a maximum of 2.5% of order value plus applicable GST per year after warranty period. The bidder should quote their AMC rates (within the permissible rate) separately when sought for. AMC charges should be calculated excluding the extended warranty cost, if any, and GST of the equipment.
19. The successful bidder shall enter into Labour AMC/CAMC with SCTIMST as chosen by SCTIMST, 3 (three) months prior to the completion of Warranty Period. The Labour AMC/CAMC will commence from the date of expiry of the Warranty Period.
20. 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.
21. Penalty during AMC/CAMC period will be applicable as per prevailing Rules of SCTIMST as amended from time to time.
22. 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 when asked for by the Buyer. The format is available in the Buyer uploaded ATC document.
23. 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.
24. 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.
25. **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.
26. **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.
27. **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]."

28. **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.
29. 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
30. 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.
31. 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.
32. 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	Pre-qualification - Make in India (MII)	Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively.	The minimum local content of product shall be 60% of total cost of the product. Total licensing/royalty fee paid by the manufacturer to third party for such product shall not exceed 20% of the total cost of the product. The bid is reserved for Make in India products. Apart from the above, all the provisions as governed by MeitY Notification dated 06.12.2019 (File No. 1(10)/2017-CLES) shall apply. The bidder shall give MII Local Content Self Certification as per Annexure-II of the said order.
2	Technical Specification Page No. 4 Features	Layer 3 - Layer 4, NAT, VPN, Application Visibility and Control (AVC), User Identity, Next Generation Intrusion Prevention System (IPS), Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering	Layer 3 - Layer 4, NAT, VPN, Application Visibility and Control (AVC), User Identity, Next Generation Intrusion Prevention System (IPS), Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering, TLS1.3
3	Technical Specification Page No. 5 Details of the Firewall Policies	Web Security Essentials / URL Filtering, IPS License, Application Visibility License, APT (Advance Persistent Threat) License (Anti Malware	Web Security Essentials / URL Filtering, IPS License, Application Visibility License, APT (Advance Persistent Threat) License (Anti Malware Protection , C& C attacks, Geo IP

	for the Firewall provided with the License	Protection , C& C attacks, Geo IP Protection, Zero Day Threat Protection), Gateway Anti virus, Gateway Anti spam	Protection, Zero Day Threat Protection), Gateway Anti virus, Gateway Anti spam, Web Server Protection
4	Technical Specification - Additional Parameter	Nil	The logs shall be stored in a local device for a minimum period of 12 Months. Logging and reporting solution shall be from the same OEM.
5	Technical Specification - Certification	Certification: Common Criteria / NDPP/NSS/ICSA Labs	Certification: Common Criteria / NDPP/NSS/ICSA Labs/BIS/TEC MTCTE

2. 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:-

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.
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.

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](#)