

## Bid Corrigendum

GEM/2022/B/2385511-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. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 5 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.
3. 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.
4. 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 %.
5. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
6. **Experience Criteria:** 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.
7. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
8. IT equipment shall be IPv6 ready from day one.
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. **Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

11. The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under: All scope
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: 0.
13. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
14. 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.
15. **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.
16. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name REGISTRAR, IIT INDORE Account No. 36948979864 IFSC Code SBIN0030524 Bank Name STATE BANK OF INDIA Branch address SIMROL, MHOW.  
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
17. 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 REGISTRAR, IIT INDORE 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.
18. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
19. 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)
20. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
21. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
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. 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.
24. Buyer Added text based ATC clauses

## **PREBID REPORT**

Sl. No.	Reference of the Clause/ Page No. of the Tender Document	Query raised by	Pre-bid Attended by	Response fr IITI

01.	<p>Pre- Qualification Criteria, Clause no. 5</p> <p><b>WORK EXPERIENCE:</b> Work orders and satisfactory completion valid certificates issued by respective buyer organization of the above order in support of experience to be enclosed. Without submission of completion certificate the experience will not be considered. The valid certificate should be in Letter Head of the concerned government organization with authorized signatory.</p>	<p>We request you to please accept <b>Consignee Receipt &amp; Acceptance Certificate (CRAC)</b> document for GeM Contracts as completion certificate of work order.</p>	<p><b>ARSENAL INFOSOLUTIONS PVT. LTD., New Delhi</b></p>	<p><b>CRAC document is acceptable</b></p>
02.	<p>Pre- Qualification Criteria, Clause no. 11</p> <p><b>Solvency Certificate</b> The certificate should be on letter head of the Bank. This certificate should have been issued within 6 months from original date of the submission of tender.</p>	<p><b>Please modify the clause as suggested below:</b> The certificate should be on letter head of the Bank. This certificate should have been issued within 12 months from original date of the submission of tender.</p>		<p><b>Acceptable</b></p>
03.	<p>Pre- Qualification Criteria, Clause no. 16</p> <p><b>Make In India- Class-I or Class-II Local Supplier</b></p>	<p>The product certifications cannot be met by any of the Make of India OEMs. Kindly remove this clause.</p>		<p><b>No Change</b></p>
04	<p><b>General Features:</b> Switch shall have min. 16 GB RAM and 16GB flash</p>	<p>Switch shall have min. 4GB RAM and 16GB flash. Different OEMs offer different RAM sizes. Considering the switch requirements, 4GB RAM is more than sufficient. Request to please modify the same.</p>	<p><b>Maheshwari Computers Pvt. Ltd.</b></p>	<p><b>No Change, 4GB RAM will not fulfill our requirements</b></p>
05	<p><b>General Features:</b> Switch should support optional SSD to host 3rd party container based application.</p>	<p>Switch has internal Flash storage. Having additional SSD on switch can affect switch operations. Request to remove this clause</p>		<p><b>No change External storage is required for SDN and docker based network application</b></p>
06	<p><b>Performance:</b> Switch</p>	<p>Switch should support</p>		<p><b>No Change</b></p>

	should support minimum 18K ACLs, 16K Multicast and 32K IPv4, 16K IPv6 Routes	minimum 2K ACLs, 8K Multicast and 32K IPv4, 7K IPv6 Routes. Different OEMs have different offering parameters. Proposed parameters are more than sufficient for given requirements	
<b>07</b>	<b>Performance:</b> Packet buffer : 36 MB	Packet buffer : 32 MB, Different OEMs have different packet buffer size. Request to please change.	<b>No Change</b>
<b>08</b>	<b>Functionality:</b> Support for BGP, MPLS, IS-IS, VRF, VXLAN, NAT, OSPF Routed Access, Policy-Based Routing (PBR), PIM SM, and Virtual Router Redundancy Protocol (VRRP)	Support for BGP, VRF, VXLAN, OSPF Routed Access, Policy-Based Routing (PBR), PIM SM, and Virtual Router Redundancy Protocol (VRRP). MPLS, IS-IS, NAT are routing protocols which are part of routers. Request to please change it	<b>Use case of this switch is switching as well as routing hence all the routing and policy features are crucial and required.</b>
<b>09</b>	<b>Functionality:</b> Switch should support management features like SSHv2, SNMPv2c, SNMPv3, IGMP, Netconf/YANG	Switch should support management features like SSHv2, SNMPv2c, SNMPv3, IGMP, Netconf/YANG/REST API/Ansible. Request to please include REST API and Ansible as part of the specs which offers automation	<b>No Change</b>
<b>10</b>	<b>Functionality:</b> Switch should support port security, DHCP snooping, Spanning tree root guard, First Hop Security.	Switch should support port security, DHCP snooping, Spanning tree root guard. The First hop security is OEM specific. Request to please remove	<b>Product with First Hop security feature is also acceptable</b>

### The Revised Schedule of Bid submission is as mentioned below

Sr. No.	FOR	READ AS
1.	<b>Last date &amp; time of Submission of Online Bids (Technical &amp; Price Bid):</b> <b>September 01, 2022 upto 03:00 PM (IST)</b>	<b>Last date &amp; time of Submission of Online Bids (Technical &amp; Price Bid):</b> <b>September 22, 2022 upto 03:00 PM (IST)</b>
2.	<b>Date and Time of Opening of Technical Bids Online:</b> <b>September 01, 2022 upto 03:30 PM (IST)</b>	<b>Date and Time of Opening of Technical Bids Online:</b> <b>September 22, 2022 upto 03:30 PM (IST)</b>

25. Buyer uploaded ATC document [Click here to view the file.](#)
26. 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.
27. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
28. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
29. 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.
30. 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 Scope (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)
31. Warranty period of the supplied products shall be 3 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.
32. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
  - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices 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.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

\*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](#)

