

Bid Corrigendum

GEM/2022/B/2468889-C28

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. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
4. 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.
5. **OPTIONAL SITE VISIT:**
 1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Yes
 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
6. 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: Yes.
7. **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.
8. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
9. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
10. **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.
11. **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.

12. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
13. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
14. 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.
15. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): --
Post Receipt Inspection at consignee site before acceptance of stores: Gujarat Informatics Ltd
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.
17. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Gujarat Informatics Ltd payable at Gandhinagar.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
18. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Gujarat Informatics Ltd Account No. 50100247366022 IFSC Code HDFC0000190 Bank Name HDFC bank Branch address Sector-16, Gandhinagar.
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.
19. Buyer Added text based ATC clauses

Pre-bid Meeting

Date and Time :- 06-09-2022 : 15:00, At Gujarat Informatics Limited, Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar - 382010 Gujarat.

Note:

- 1) All details and the supportive documents for the above should be uploaded in the GeM bid.
- 2) Bidder's experience, bidder's turn over criteria, EMD and PBG will not be considered of GeM bid. However, bidder must match eligibility criteria, experience, bidder's turn over criteria, EMD and PBG as mentioned in Scope of Work & ATC Document and will be considered for evaluation.
- 3) All bidders who wish to participate in this bid must submit EMD as per bid requirement.

Note:

1) Please See revised ATC Document for Revised RFP and Answers to Pre-Bid Queries.

2) The O&M agency and TPA agency are not allowed to participate in

bid.

3)

Previous A/C in clause	Revised A/C in clause
<p>Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Gujarat Informatics Ltd Account No. 50100247366022 IFSC Code HDFC0000190 Bank Name HDFC bank Branch address Sector-16, Gandhinagar.</p> <p>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.</p>	<p>Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Gujarat Informatics Ltd Account No. 50200010918090 IFSC Code HDFC0000190 Bank Name HDFC bank Branch address Sector-16, Gandhinagar.</p> <p>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.</p> <p>Those already processed before date 07.11.2022 in old GIL Beneficiary account will be accepted.</p>

4) The Make in India cyber security product company (OEM) may be exempted from turnover criteria and OEM must have experience in implementing at least one project handling 25000 EPS or more

5.)

Page No./Section No./Clause No.	Previous specification	Revised Specification
<p>Page no. 88/Section III: Technical Specification/ 5.5 Video Wall/S. No.</p>	<p>Video Wall cubes of 70" ($\pm 5\%$) diagonal in a 4(C) x 2(R) configuration complete with base stand</p>	<p>Video Wall cubes of 70" ($\pm 5\%$) diagonal in a 3(C) x 2(R) configuration complete with base stand</p>

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6.)

Page No./Section No./Clause No.		Page No. 92/Section IV: Service Level Agreement (SLA), Penalties & Payment Terms/1.1 Implementation Timeline & Penalties	
S/N	Measurement	Target	Penalty for Delay
1	Kick-off meeting	2 weeks from issuance of LoI/ Award of Contract	Rs 50,000/week or part thereof. Delay Beyond 4 weeks, SOC/DST may terminate the contract and Forfeit the PBG.
2	Supply of all Components (Hardware, Software, License, etc.)	T1 = T + 12 weeks 8 weeks	A penalty of 1% 2% of the prescribed payment for the milestone per week or part thereof subject to maximum of 10% 20% of the prescribed payment. Delay beyond T + 14 weeks 10 weeks SOC/DST may terminate the contract and Forfeit the PBG
3	Installation and Commissioning of all Components (Hardware, Software, License, etc.)	T2 = T1 + 4 weeks	A penalty of 1% 2% of the prescribed payment for the milestone per week or part thereof subject to maximum of 10% 20% of the prescribed payment. Delay beyond T1 + 6 weeks SOC/DST may terminate the contract and Forfeit the PBG
4	Final Acceptance Test (Go-Live of the Project)	T3 = T + 18 weeks 14 weeks	A penalty of 1% 2% of the prescribed payment for the milestone per week or part thereof subject to maximum of 10% 20% of the prescribed payment. Delay beyond T2 + 4 weeks SOC/DST may terminate the contract and Forfeit the PBG
5	Deployment of manpower proposed for O&M of SOC	Within 15 days of successful FAT	Rs. 20,000/- per individual manpower / per week of delay. To be measured on pro-rata basis as per deployment of manpower. Delay

			beyond T3 + 3 weeks SOC/DST may terminate the contract and Forfeit the PBG
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T = Date of Award of Contract

20. 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. 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](#)