

Bid Corrigendum

GEM/2023/B/3023968-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. **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. **Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
6. **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: Inspection will be carried out by GIL
7. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
8. 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.
9. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
10. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
11. 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.
12. Timely Servicing / rectification of defects during warranty period: 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 re-imburse the cost of such service / rectification to the Buyer.

13. Buyer uploaded ATC document [Click here to view the file.](#)
14. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Account Officer payable at Directorate of Employment & Training.
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.
15. Bidders can also submit the EMD with Banker's Cheque in favour of Account Officer payable at Directorate of Employment & Training.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
16. Buyer Added text based ATC clauses
 - *Monitor, keyboard and mouse should be of same OEM make
as offered CPU & OEM logo should be embossed on Monitor,
keyboard and mouse – Bidder will have to submit OEM
undertaking letter at the time of bidding
 - *Windows 11 Professional should be factory pre-loaded from OEM
– Bidder will have to submit OEM undertaking letter at the time of bidding
 - *The Original Equipment Manufacturer (OEM) of the products
quoted against this bid should be ISO 9001:2015 Process Certified
OEM for manufacturing. Bidder has to upload valid ISO certificate
along with the bid.
 - *OEM must have Min. 5 Functional Service Centres in different
Cities in Gujarat out of which 1 service center should be at
Ahmedabad & 1 Service center at Gandhinagar. Bidder will have to
submit details of OEM service centers with address, telephone no.,
contact person phone no., email id etc... at the time of bidding
 - *Bidder & OEM of quoted Desktop should not
be blacklisted/debarred by any state government / central
government / PSU in last three years as on last date of bid
submission. Bidder & OEM will have to submit undertaking letter
at the time of bidding
 - *Bidder must have one office in Gujarat. Please upload the copy of
any one of the following: Property tax bill/Electricity Bill/Telephone
Bill/GST Registration/Lease agreement etc...
 - *Before delivery at respective site, bidder will have to offer the
inspection at Ahmedabad/Gandhinagar OR in the manner as
decided by GIL and after completion of inspection, bidder will have
to deliver material at consignee location. The cost of the same has

to be borne by the supplier. Any deviation found in the specification of the produced goods or delivered goods will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit.

*The bidder has to deliver and successfully install all of the Goods within given time limit, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay in delivery and successful installation.

Please find revised ATC as below:

OEM must have Min. 5 Functional Service Centres in different Cities in Gujarat out of which 1 service center should be at **Ahmedabad OR Gandhinagar**. Bidder will have to submit details of OEM service centers with address, telephone no., contact person phone no., email id etc... at the time of bidding

All other ATC are as per bid

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](#)