

## Bid Corrigendum

GEM/2023/B/3043326-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. 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.
2. 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 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Director, SCTIMST payable at Thiruvananthapuram.  
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.
4. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date
5. **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.
6. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
7. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of Item as per technical specification (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).
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. 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 %.

10. Buyer Added text based ATC clauses

**A.** Bidders are advised to quote prices as per technical specification. However detailed breakdown of quoted prices should be provided in Price Format - A (in pdf) and uploaded in the prescribed place (Financial Document Required) on online GeM portal. The prices quoted in the prescribed field on GeM portal will be considered for ranking purpose.

Total price quoted in Price Format - A (in pdf) must match with the price quoted in GeM portal.

**B.** The Bidders are advised to quote price of Spare parts, Consumables in the attached format ( pdf) B and C accordingly and uploaded the same in the prescribed place (Financial Document Required) on online GeM portal. The equipment 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".

**C.** The five years warranty sought for is **OEM free warranty** without any additional cost towards extended warranty to fulfil the tender condition. The charges, if any, claimed by the bidder towards warranty in this regard and included in the product cost in Price Format -A should be mentioned in the price format D also. This warranty charges shall not be considered for calculating actual CAMC value to be payable after warranty period. Where the total cost does not include such warranty charges the bidder shall submit a declaration- "Certify that the Total cost quoted in the bid does not include warranty charges other than OEM free warranty". The declaration shall be furnished along with the Technical bid. False declaration may lead to rejection of bid.

**D.** The maximum permissible CAMC charges after warranty period shall be 5% of the 'cost of the equipment. The CAMC charges shall be quoted in percentage rate in GeM bid and escalation in CAMC charges shall be allowed at maximum 5% after every three years of CAMC. This CAMC charges at Net Present Value shall be taken into account for arriving the lowest responsive bidder. The actual CAMC value to be payable after warranty period shall be separately worked out based on the "**Cost of the equipment for CAMC calculation**" and shall be furnished in Format -E. The year wise rate percentage of CAMC quoted in the bid for L1 evaluation shall be used for calculating the actual CAMC value. The '**cost of the equipment for CAMC calculation**' shall not include additional warranty cost (if any), cost towards Installation, Commissioning and Testing (in addition to the original equipment cost of the OEM), cost of transportation, including import customs duty and any specific excluded items from CAMC as per the tender condition. The cost of the equipment for CAMC calculation shall be mandatorily furnished in format D.

**E.** The successful bidder shall enter into CAMC/AMC as chosen by SCTIMST, 3 (three) months prior to the completion of warranty period. The CAMC/AMC will commence after the date of expiry of warranty period from the date specified in the work order and agreement executed in this regard, which will be treated as the first year of CAMC/AMC.

**F.** Bidders should comply the GOI Order **No. F.No.6/18/2019-PPD dtd 23.07.2020**. A declaration with regard to this OM should be submitted along with technical bid.

**G.** 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, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser 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 Purchaser may consider termination of the contract.

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

**H. Payment Terms**

- a. By 100 % Irrevocable Inland (INR) Letter of Credit
- b. 70 % payment against equipment delivery
- c. 30 % against successful installation & commissioning of the equipment
- d. Documents required for the release of 70 % payment mentioned below
  - i. Original Invoice (4 copies)
  - ii. Airway Bill / Bill of Lading / Lorry Receipt
  - iii. Insurance Certificate
  - iv. Certificate of origin issued by supplier or by Chamber of Commerce
  - v. Manufacturer’s Guarantee and Inspection Certificate
  - vi. Inspection certificate issued by the Purchaser’s Inspector / third party inspection certificate
  - vii. Packing List
- e. Balance 30 % will be paid after satisfactory installation and commissioning of equipment along with submission of “Installation Report” to be issued by user department and DCE through irrevocable LC opened in favor of supplier.
- f. Delivery period of the equipment up to 150 days from the date of receipt of confirmed purchase order / date of opening of confirmed Inland Letter of Credit (LC) whichever is later.

**I.** Bidders should submit the Manufacturer’s Authorization in attached format F (Buyer uploaded ATC Document)

**J.** Bidders may please be read as uptime warranty as 95% instead of 98% as per bid terms and conditions.

**Corrigendum-I**

Sl. No	Tender Reference	Existing	To be read as
1	GeM Specification Document - Page 5 - Capacity	The storage array must be proposed with 400 TB usable capacity with  1. 2.4TB 10K SAS or higher Drives in RAID 6 (6D+2P) (50 TB Usable), Additional global hot spare drive of same drive capacity for every 10 drives should be configured.	The storage array must be proposed with 400 TB usable capacity with  1. 2.4TB 10K SAS or higher Drives in RAID 6 (50 TB Usable).  2. 14TB 7.2K NL-SAS/SATA or higher Drives in RAID 6 (350 TB Usable).  Additional global hot spare

		2. 14TB 7.2K NL-SAS/SATA or higher Drives in RAID 6 (14D+2P)(350 TB Usable). Additional global hot spare drive of same drive capacity for every 10 drives should be configured.	<p>e drive of same drive capacity (for each drive type) for every 10 drives should be configured.</p> <p>RAID 6 should be configured with not more than 14 Drives in a RAID Group. Number of drives in the RAID group should be optimum as per recommended standards for the best performance and reliability.</p>
2	GeMSpecificati on Document - Page 5 - Expandability	<p>a) Storage Array should be scalable up to minimum 2 PB or higher without compromising performance of the system</p> <p>b) Proposed storage should support minimum 32 Numbers of FC/iSCSI host ports. Array shall have native support for 16Gbps &amp; 32Gbps FC ports and 10 Gbps iSCSI ports.</p>	<p>a) Storage Array should be scalable up to minimum 2 PB or higher without compromising performance of the system</p> <p>b) Storage should have minimum 8*FC Ports and 4 *iSCSI Ports. It should be scalable to 16*FC Ports / 8*iSCSI Ports. Array shall have native support for 16Gbps &amp; 32Gbps FC ports and 10 Gbps iSCSI ports.</p>
3	GeMSpecificati on Document - Page 7-Backup software - Licensing		<p><b>Add:</b></p> <p>Backup of Windows/Linux based VM servers to be supported. Image backup and file based backup to be supported. Existing Servers, some volumes are mounted as RDM volumes and others are VM disks. Total volume size to be backed up of existing servers is approximate 25 TB. Daily differential backup and weekly full backup required. Backup to be kept for minimum 6 months.</p>

11. Buyer uploaded ATC document [Click here to view the file.](#)
12. Warranty period of the supplied products shall be 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. 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.

14. 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.
15. 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.
16. **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
17. **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.
18. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
19. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product 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 OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
20. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.
21. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of  
The Director, SCTIMST  
payable at  
Thiruvananthapuram  
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
22. 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  
The Director, SCTIMST  
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.
23. 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.
24. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
25. 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.
26. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.  
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
27. 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.

## 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](#)