

Bid Corrigendum

GEM/2024/B/5418554-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. **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.
3. **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.
4. **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.
5. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
6. 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.
7. 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 %.
8. **Escalation Matrix For Service Support :** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
9. 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.
10. **Dedicated /toll Free Telephone No. for Service Support :** BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
11. **ISO 9001:** The bidder or the OEM of the offered products must have ISO 9001 certification.
12. **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.

13. 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.
14. **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
15. Buyer Added text based ATC clauses

1. Forms of EMD :

1. Earnest Money Deposit (EMD): An amount of Rs. 218000 (Rupees Two Lakhs Eighteen Thousands only) (refundable) in the form of Demand Draft (DD)/ Fixed Deposit Receipt (FDR)/ Banker's Cheque (BC) paid in favour of "WBSRDA- COMPUTERISATION CELL - A/C BRGF payable at Kolkata ", must be submitted with the bid. Any bid without EMD will summarily be rejected. No interest is payable on EMD. EMD will be refunded to the unsuccessful bidder after finalization of the bidding process stage by stage i.e. Technical evaluation and Financial evaluation. The EMD of the vendor awarded the contract may be treated as part of security deposit towards Performance Guarantee. EMD shall be forfeited if the selected vendor after award of the contract fails to execute the same.

Bidders has to upload scanned copy/proof of the Demand Draft (DD)/ Fixed Deposit Receipt (FDR)/ Banker's Cheque (BC) along with bid and has to ensure delivery of hardcopy to the buyer at below mentioned address within 5 days of Bid End date/Bid Opening date.

To

The Deputy Secretary

Panchayats and Rural Development Department

Joint Administrative Building

Block-HC-7 ,Sector-III

KOLKATA - 700106

2. The proof of depositing the earnest money will mandatorily be submitted during the bid. Refund of Earnest Money will be made to the unsuccessful bidders after Awarding the Contract to the L1 bidder only on receipt of the proper Application for refund. No Interest will be allowed on the amount deposited as Earnest Money at any point of time. Exemption for depositing the Earnest Money will be allowed only to the entities mentioned in the Finance Department of Government of West Bengal Memo No. 4245-F(Y) dated 28.05.2013, 6718-F(Y) dated 08.09.2015 and 375-F(Y) dated 30.01.2023 subject to providing the proof of being entities eligible for exemption.

The earnest money shall be forfeited

(a) if the tender is withdrawn by the bidder:

(i) At any time prior to its rejection; or

(ii) Before or after its acceptance is communicated to the bidder.

(b) if the successful bidder fails to comply with the terms & condition of the Tender Notice

3) Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender. If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LoA or the time period as approved by the Tender Inviting Authority, his Earnest Money will be forfeited. If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract. Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

4) Joint Ventures will not be allowed.

5) No mobilization advance and advance against purchase of materials/ equipment's will be paid for the work. No secured advance will be paid for the work under any circumstances.

6) No claim, whatsoever, for delaying of payment, if any will be entertained. Bidders should consider the same during submission of their offer.

7) Conditional /incomplete tender will not be accepted under any circumstances.

8) During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice and action may be taken like forfeiture of the Earnest Money, Black Listing from Future Works, etc. against the concerned bidder.

9) The undersigned, reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

10) Before issuance of the work order. the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances and action may be taken like forfeiture of the Earnest Money, Black Listing from Future Works etc. against the concerned bidder.

11) Delivery of computer and peripherals will be uploaded in the GeM portal after the installation.

12) Please followed on enclosed prescribed specifications at ATC during the bid submission.

13) Bid specific malicious code certificate should be submitted on OEM letterhead.

14) Technical Features, Drivers, Brochure & Warranty should be available in the OEM website for verification. Web link should be provided with the bid.

15) ISO 50001 CERTIFICATE IS NOT MANDATORY.

16) Bidder's Rating must be above 3.5.

This Department reserves the right to reject any or all the quotations in full or part without assigning any reason thereof and without giving any compensation.

16. 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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](#)