

## Bid Corrigendum

GEM/2022/B/2349698-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 50 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 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
  - a. Copy of PAN Card.
  - b. Copy of GSTIN.
  - c. Copy of Cancelled Cheque.
  - d. Copy of EFT Mandate duly certified by Bank.
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. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
5. IT equipment shall be IPv6 ready from day one.
6. 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.

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. **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.
9. 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.
10. 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.

11. Buyer Added text based ATC clauses

Bidder should note the following and upload the required document before/after submission of bid.

A) Make in India Clause :

1. All bidders should submit the local content declaration certificate with Vendor's self-declaration on Company's Letterhead by authorized Signatory from vendor side.

2. After the contract is awarded and the supplies are completed, the supplier shall provide a "Local Content certificate" (Annexure - B-1/B-2) declaring the actual local content percentage achieved while executing the contract. In case of failure to provide local content certificate for the executed order within reasonable time, the issue be referred for debarment.

3. Declared Local Content shall be the basis for categorization of the vendors and tender evaluation.

However MDL reserve the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.

4. In cases where MDL received the complaint from any vendor or person along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional information as deemed necessary and bidders ( including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. failing to do so , the vendor may invite penal action as per the provision of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level , then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry , if any shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII order 2017. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filled to the Chairman , Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.

5. On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting ( i.e. lesser than ) the specified tender requirement ( i.e. on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

6. Bidders offering imported products will fall under category of Non-local suppliers and they cannot claim themselves as class-I local suppliers/class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC, etc. as local value addition.

B) Vendor's self-declaration for E-invoice

i) Refer GST notification no. 01/2022-central Tax Dt. 24th Feb 2022 issued by CBIC, W.e.f. 1st April thus Vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds Rs. 20 Cr. as per GST act, will have to issue an e-invoice with as QR code and Invoice Registration No.

ii) Wherever GST is applicable, payment will be released against e-invoice only ( for Vendors coming under GST act mentioned in Sr. No. (i),

Or,

Invoices accompanied with Vendor's self-declaration on Company's Letterhead by authorized Signatory from vendor side that " We don't fall under the category of registered persons notified under rule 48(4) of the Central GST Rules,2017 and we are not required to comply with e-Invoicing provisions under GST act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 20

Cr. as per GST act".

C ) Other Terms & Conditions and scope of work :

1. Supply, installation and commissioning of NETWORK SWITCHES as per MDL's requirements.
2. Satisfactory commissioning is within vendor scope of supply, Installation and Commissioning. The order will be construed as completed only after successful commissioning of all items in contract /order.
3. All items shall be supplied at MDL Mumbai.
4. The firm has to replace the NETWORK SWITCHES with new ONE during the entire contract period.
5. At the destination site carton/boxes will be opened in the presence of the authorized person/users and vendor representatives. If requested by security, the same will be opened at Security gate for inspection. Vender shall seal it again at security gate before delivery at destination department in MDL.

D) Start-ups firms are exempted from submission of Audited / certified Annual financial turnover details & PO copies of the supplies during the last 3 years for the tendered items. Start-up firms shall meet the criteria as per the guidelines given by Government of India in their gazette notification. The Start-Up firms should upload the DIPP (Department of Industrial Policy and Promotion) certificate along with their techno-commercial bid. The Start-Up firms should also upload their manufacturing methodology using the infrastructure installed by them for our scrutiny. PQ criteria of prior experience may also be relaxed for MSE manufactures registered for tender items subject to their meeting quality and technical specification of scope of supply as per tender.

### **Corrigendum-1 ( Date: 08-08-2022)**

Two Technical Specification for Network Switches is updated as below :

- 1) Operating Temperature : 0 to 45 degrees
- 2) Operating Humidity( RH%) : 15 to 95

Bidders are requested to take note of this and modify their bid accordingly.

12. 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](#)

