

Bid Corrigendum

GEM/2022/B/2728986-C1

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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Software Technology Parks of India, KALPATARU CoE, Sector-1, Ukkunagaram, Visakhapatnam - 530032, Andhra Pradesh, India Tele Phone No. 0891-2587226 / +91 9666990060.
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. 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.
4. 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 %.
5. Buyer Added text based ATC clauses

Additional Terms & Conditions

1. Bidders should quote for all items as per BoQ of Tender document. Accordingly, bidders shall submit undersigned **IOT lab BoQ Compliance Sheet** provided in this bid document. If not quoted for all items, respective bids of vendors are not eligible for further consideration/evaluation.
2. Bid quoted should be inclusive of item cost, warranty, Installation, Testing & Commissioning cost, training cost, applicable taxes, and other charges.
3. **Non-Consumable items:** Bidders shall quote to those items (Non-Consumable items) in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period (2 years).

Non-consumable items referred under "**Specification Document**" from **SI.No.1 to 12** should be covered under one year Warranty.

4. Consumable items referred under "**Specification Document**" from **SI.No.13 to 26** shall cover under default warranty specified by respective OEM.

5.

Payment terms for supplied items:

| S no. | Payment terms | Percentage |
|-------|---------------|------------|
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| 1 | After Supply, installation, testing, commissioning and acceptance of items. | 90% |
| 2 | After one year from the date of commissioning | 10% |

6. Training should be completed within **two months** from the date of commissioning. Training schedule along with course manual should be submitted/delivered prior to commissioning of items. Training shall be conducted through physical mode at the site, where the equipment is installed.
7. Consolidated statement from the SUCCESSFUL bidder to be submitted after commissioning of all items regarding warranty along with proper documents wherever necessary.
8. OEM Authorisation Certificate along with Warranty Certificates to be submitted for all items referred under "Specification Document" from **SI.No.1 to 12. (This Clause modified as follows: OEM Authorisation Certificate to be submitted for the items referred under "Specification Document" from SI.No.1 to 12, whatever possible. Whereas, Warranty Certificates to be submitted for all items referred under "Specification Document" from SI.No.1 to 12.)**
9. **Warranty SUPPORT:** Warranty shall include free repair and maintenance of the whole equipment supplied including free replacement of hardware parts, free software/firmware upgrades/updates. The defects, if any shall be attended as per timelines defined in SLA terms. The support shall be for a minimum period of ONE YEAR from the date of acceptance of the equipment by "**KALPATARU-CoE**" which shall include onsite support with parts and software updates/upgrades.
10. Commencement date of warranty for all items shall be considered / confirmed by STPI.
11. The date of activation of the software license shall be from the date of installation/commissioning.
12. Preventive maintenance Schedule along with activities/Checks during Warranty should be described/communicated in detail by the SUCCESSFUL bidder.
13. The warranty support for all hardware and software items supplied by the successful bidder shall be onsite at "**KALPATARU-CoE**" as per the below Service Level Agreement.

| | |
|-----------------------------|---|
| Service Window | 24 x 7 x 365 for on call support |
| Onsite Response time | Within 48 hours |
| Support | Configuration support and replacement of hardware, software/firmware upgrades/updates as and when required. Vendor |

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| | should attend with the prior intimation of "KALPATARU-CoE" officials. |
| Break Down Calls | Unlimited |
| Time frames for replacement/repair | Within 96 hours |

14. If defective items require such type of servicing, maintenance, repair, replacement, etc. which cannot be carried out Onsite at "KALPATARU-CoE" and hence required to be taken offsite, the supplier will be solely responsible for logistics and safety of the item and their complete repair, replacement, etc. No additional cost will be paid to the supplier for the above.
15. Any change in the service provider, should be brought to the notice of STPI immediately and upon acceptance of STPI only, changes can be implemented by SUCCESSFUL bidder.
16. OEM/Reseller Compliance Delivery Acceptance Report to be submitted by the SUCCESSFUL bidder during/after supply of Products.
17. For supply of Goods/Services, bidders are permitted to tie-up/ with other relevant Suppliers of goods/services. Finally, it is the responsibility of SUCCESSFUL bidder for supply and maintenance of goods/services during Warranty.
18. All the bidders are requested to attend the pre-bid meeting(**Virtual mode**) which is scheduled and mentioned in tender document.

19. **Liquidated Damage:**

If the supplier (SUCCESSFUL bidder) fails to complete the supply of goods/services within stipulated period, 0.5% of order value will be deducted from bill per week delay, subject to a maximum of 1% of the total order value.

- a) Penalty for delay in supply, installation, testing and commissioning (beyond specified delivery time) will be applicable @ 0.5% of the contract value per week subject to maximum of 1% of total order value in case of delay / non completion of work within the stipulated time period.
- b) In case of any delay in supply, installation, testing and commissioning of any of the lab equipment, the vendor shall be required to inform the reason for delay to STPI in writing and in advance.
- c) In case of delay (beyond time limit of 8 weeks from date of award of contract) in supply, installation, testing and commissioning of the lab equipment at the STPI KALPATARU-CoE facility on account of STPI, no liquidity damages shall be charged.
- d) STPI reserves the right to impose liquidity damages for delay in supply, installation, testing and commissioning (as mentioned in point a) above) or to waive off considering the reason for delay.
- e) The decision of Director, STPI in regards to Liquidity Damages shall be final and binding on both parties.

20. **ACCEPTANCE OF LAB EQUIPMENT: FINAL ACCEPTANCE REPORT (FAR)**

- a. A committee, nominated by STPI will conduct final acceptance test and

prepare FAR, after the installation and commissioning of the all the equipment as per purchase order by the supplier.

b. The objective of FAR is to check the successful and timely supply, installation, and commissioning of the equipment by the supplier, as per order, functional testing of each equipment and necessary training and demo sessions provided by the supplier, OEM, etc. for proper working, operations and maintenance of each of the equipment and their warranty details.

c. The FAR shall contain the date of final acceptance of the Supply, installation, testing, commissioning and training of equipment at KALPATARU-CoE facility.

21. The supplier must acknowledge & confirm the acceptance of the order immediately on receipt of the Purchase Order.
22. The items supplied shall be new/good quality and standard as per specifications of Tender/Order.
23. The rate indicated in this order is firm and no increase in rate will be accepted.
24. STPI reserves the right to reject items, not confirming to the specifications of Tender/Order.
25. Materials must be properly packed against any damage and insured except where hand delivery is proposed.
26. Delivery of the items should strictly be completed within the stipulated period of delivery.
27. Transportation charges shall be borne by the bidder and also responsible for delivering the item/equipment at the site.
28. The vendor should provide installation report for the supplied equipment. Technical literature /handbook/Data Sheet/Guarantee, Warranty Cards must be sent along with the materials as and when supplied/installed.
29. Instruments/components supplied are liable to be subjected to performance tests and in case the supplied items are having functionality issues, the supplier is liable to replace the items, free of cost at site. Costs returning faulty goods will be on supplier's account.
30. Prompt and efficient "After-Sales Services" must be free during the Warranty Period.
31. STPI reserves the right to cancel the tender/purchase order fully/partially without any liability in case the materials are not supplied within the stipulated period and/or non-fulfilment of contractual obligation.

32. **SITE VISIT:**

Bidders are advised to inspect and examine the site of delivery and installation and its surrounding and satisfy themselves before submitting their tenders. A tenderer shall be deemed to have full knowledge of the site whether he/ she /they inspect(s) it or not and no extra charges consequent on misunderstanding or otherwise, shall be entertained by STPI. For access/support to the installation site for inspection, **please contact Shri. K.V Chandravarma, Deputy Director (e-mail id: kalpataru@stpi.in), 24 hours in advance, on week days between 09:30AM to 5:00 PM (Monday to Friday) except holidays.**

33. Actual delivery, Installation & Commissioning is to be done at following address:

Software Technology Parks of India,
KALPATARU CoE,
Sector-1, Ukkunagaram,
Visakhapatnam - 530032,
Andhra Pradesh, India
Tele Phone No. 0891-2587226 / +91 9666990060

34. OTHER TERMS AND CONDITIONS:

a. PRODUCT SPECIFICATIONS & COMPLIANCE STATEMENT:

- i. The technical specifications mentioned are minimum requirement.
 - ii. Any part number specified is only to help the supplier to understand better the requirement. It does not indicate preference for any vendor, OEM, etc. in any manner.
 - iii. The supplier should quote the products either with the technical specifications strictly as mentioned in the bid document or higher and only of technically reputed, reliable and globally acclaimed brands / OEMs.
 - iv. The supplier should quote the prices applicable to start-up incubator/ educational/ research institutes for equipment/ licenses.
- b. STPI will not accept any material/ software delivered and/ or installed/ commissioned in damaged condition, i.e. safety of the equipment during delivery to "KALPATARU-CoE" and during installation and commissioning is sole responsibility of the respective supplier.
- c. If the material or part thereof is lost or rendered defective during transit/ installation/ commissioning, the supplier shall immediately arrange for the supply of the equipment or part thereof, as the case may be, at no extra cost.
- d. Bids received through Email / Fax, by post, courier, etc. and open offers shall not be accepted. Late / Delayed bids shall not be accepted under any circumstances. Incomplete offers will be rejected.
- e. The bidders are requested to upload only the relevant documents as requested/mentioned in the tender document.
- f. The supplier will carry out the work at user locations as specified by "KALPATARU-CoE" and will be responsible for total integration and execution of project as per the satisfaction of "KALPATARU-CoE".
- g. The bidder will carry out comprehensive site survey, prepare the necessary drawings, equipment layout plan, power estimation and distribution, power cabling from equipment to the power outlet, power and communication cabling plan, equipment's rack placement, etc. for the "KALPATARU-CoE" & other infrastructure in consultation with the "KALPATARU-CoE".
- h. The supplier shall deliver and implement the technologies in conjunction with a set of best practices guidelines & global industry standards.
- i. The supplier has to ensure that during the execution of the project they do not damage or disrupt the existing services under and above the ground.
- j. The supplier will ensure the availability of services from professionally qualified team during implementation of the project and to provide the required on-site & maintenance for a period of one year.
- k. The Supplier will be liable for any software up-gradation for maintenance without any extra cost during warranty support period.

Note: If the item/components specified in the 'Specification Document' is not available in the market or obsolete or outdated, then bidder is requested to quote for its equivalent / higher / latest configuration available in market with warranty.

35. Integrity Pact:

All the Users in GeM i.e. Seller as well as Buyer agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Bidders to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

36. SI. No.27 of Specification Document i.e. Keil MDK essential license (Qty. 2 Nos.) has been removed from this bid. Hence, bidders/OEMs are requested not to quote for this item i.e. SI.No.27.

6. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
7. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
8. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
9. 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.
10. 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.
11. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
12. 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.
13. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
14. 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.
15. 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](#)