

Bid Corrigendum

GEM/2024/B/5262145-C10

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. Make in india specific authorisation certificate needs to be enclosed.
2. 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 %.
3. **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.
4. 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.
5. **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.
6. **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.
7. **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.
8. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
9. 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.
10. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 2 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Quarterly after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).
11. Warranty period of the supplied products shall be 3 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.

12. 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.
13. 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.
14. 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 Director General, ICMR payable at New Delhi
. 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.
15. 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 Director General, ICMR 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.
16. Buyer Added text based ATC clauses
 1. Tender Inviting Authority: This tender enquiry for procurement of 350 No. of Desktop Computer is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi.
 2. Bidders needs to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be suspended for the period of 1 year for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with ICMR.
 3. Eligibility: The Bidder must be a Manufacturer or its authorized Agent. One manufacturer can authorize only one agent/ dealer.
 4. One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firms' participation to be disqualified.
 5. ICMR reserves the right to cancel the bid in part or full at any point of time without assigning any reason and liability on the buyer. On such cancellation the decision of the DG, ICMR will be binding and final on the subject.
 6. Inspections and Tests: ICMR or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract specifications. Further, The Supplier may have an independent quality test conducted and the cost of such tests will be borne by the Supplier. b. Inspection of goods shall be carried out by representative of ICMR and they will issue an acceptance certificate.
 7. Packing: (a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit
(b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per

Technical Specifications, and in any subsequent instructions ordered by the Procurement agency.

(c) Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch.

8. Payment: 100% payment shall be made after receipt of complete goods in good condition, acceptance and successful installation of goods and subject to submission of Performance Bank Guarantee. This payment is subject to recoveries, if any, either on account of statutory deduction/ taxes/ Liquidated Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or otherwise. The firm is required to submit the following documents to ICMR Hqs for payment:

(a) Copy of Purchase Order;

(b) Copy of Extension Order (if any);

(c) Invoice in original showing contract number, goods description, quantity, unit price and total amount;

(d) Installation Report in original duly signed and sealed by the authorized officer of the consignee;

(e) Acknowledgement of Receipt of Goods issued by the consignee Institute/ Center;

(f) Performance Bank Guarantee

9. Settlement of Disputes: (a) If any dispute or difference of any kind whatsoever shall arise between the Procurement agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

(b) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurement agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

(c) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by Director General ICMR.

(d) Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows.

(i) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.

(ii) The decision of the majority of arbitrators shall be final and binding upon parties.

(iii) Settlement of disputes through pre-institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.

(e) Settlement of Disputes: Notwithstanding any reference to arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and The Procurement agency shall pay the Supplier any monies due to the Supplier.

10. Consignee details (Place of Delivery, Installation, Commissioning) - ICMR Hqs., V. Ramalingaswami Bhawan, P. O. Box No. 4911, Ansari Nagar, New Delhi - 110029

11. Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

(a) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

(b) If the Equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the ins

insurance extension charges at actual will be reimbursed.

(c) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in favour of Indian Council of Medical Research, covering all risks basis for the goods from supplier/ manufacturer warehouse to consignee warehouse.

12. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidated damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof 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. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.

13. GST will be applicable as per the latest GoI notification.

14. Delivery of Equipment means Supply, Installation, Testing and Commissioning of Equipment.

15. Following categories of Sellers are exempted from Years of Experience and Turnover:

(a) Micro and Small Enterprises who are manufacturer of the Primary Product Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration/ Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.

(b) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) in the relevant category.

16. Bidders need to indicate the percentage of local content and the component wise bifurcation of the local content. Bidder has to inform the level of collaboration/ joint venture/ etc with the Indian firm with location of the office for manufacturing these goods in India as per Government of India - Make in India (MII) norms/ policy.

17. The duly signed and stamped manufacturer's authorization must be insisted upon on a tender specific basis, not general authorization/ dealership, by so declaring in the tender No. and name of procuring entity i.e. ICMR clearly. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered. In cases of agents quoting on behalf of their principal manufacturers, one bidder cannot represent two OEM or quote on their behalf.

18. Product serial numbers and warranty information should be available in public domain. Declaration to be submitted.

19. CPU, Monitor, Keyboard and Mouse should be of same OEM make and colour. OEM logo/ trademark should be embossed on them. No sticker/ watermark will be accepted.

20. OEM must have a Functional Service Centre in Delhi, NCR. Bidder must submit documentary proof of the same along with bid. Failing which offer may not be considered.

21. Onsite support should be provided during warranty period. Warranty certificate is to be provided on OEM letterhead.

22. Prospective bidders to please note carefully the schedule for Pre-Bid meeting since all the clarifications, if any, with regard to Technical/ Commercial conditions shall be given therein. Bidders are advised to ensure that their queries must reach by e-mail as specified in the tender at least 24 hours in advance for this purpose. Bidders may also note that after the pre-bid meeting, no further queries shall be entertained.

23. Bidder is requested to give undertaking Certificate regarding land border "I/ We have read the clause issued by Government of India regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ We certify that the bidder is not from such a country or, if from such a country, have been registered with the Competent Authority".

24. The Peripherals - Monitor, Keyboard, and mouse should be of the same brand and TCO Certified.

25. The motherboard should have the OEM (Original Equipment Manufacturer) logo embossed.

26. The Desktop should have following security Features:

(a) BIOS and firmware verification for enhanced security.

(b) Indicators of Attack (an early-alert feature).

- (c) Hardware-based security layer to protect against credential theft.
27. The Desktop should have preloaded OS with perpetual license and auto-recovery partition within the hard-disk.
28. The desktop should have Minimum 3 years on-site comprehensive warranty.
29. There should be 24/7 call center support and a support center presence in the NCR (National Capital Region).
30. The bidder must provide the registered model number and brochure of the desktop.
31. The official website of the desktop computer company must provide the details of the quotes Model Number, the parts used in that model number and must provide the drivers for all the parts of that Model of the desktop.
32. If it is found that the bidder has changed the model number and parts of the supplied desktop mentioned in the bid, appropriate strict legal action will be taken against the bidder.
33. The OEM should have a positive net worth of at least 100 CR (crores) for the last 3 years.

34. **TECHNICAL SPECIFICATION:**

Processor Make : Intel or AMD

Processor Generation : 12 or equivalent

Processor Description : Intel Core i7 12700 or AMD 5800 or equivalent

Number of Cores per Processor : 12

Expansion Slots (PCIe x 16) (Number) : 1

Operating System (Factory Pre-Loaded) : Windows 11 Professional

RAM Size (GB) : 16 or better

RAM Type : DDR4 or better

RAM Speed : 3200 or better

RAM Expandability up to (using spare DIMM Slots in GB) : 64

Cabinet Form Factor : SFF

Total SSD Capacity (GB) : 1024 or better

LED Backlit Monitor Size (INCHES) : 23.8"/ 24"/ equivalent

Monitor Resolution : 1920 x 1080 or better

Warranty : 3 years

35. Parameters/ Technical Specification/ T&C mentioned in the Buyer Added text based ATC clauses shall prevail over GeM Category Specification/ General T&C.

Note:

(a) Bidder full filling minimum technical specification and eligibility criteria will be further assessed and given marks based on following:

S No	Criteria	Marks
(i)	OEM is more than 10 years old in Desktop Computer manufacturing	25
(ii)	Bidder's experience in supplying of No. of Desktop Computer/ Laptop in Central/ State Govt. Dept/ PSU/ Autonomous Bodies in a single Purchase Order in the last 3 FY	175 to 250 No.: 15 251 to 300 No.: 20 more than 300 No.: 25
(iii)	OEM present in top 3 positions in the latest IDC report for Desktop Computer in India	25
(iv)	OEM or bidder have ISO 9001 certificate	25

(b) Bidders will be assigned a score out of a maximum of 100 Marks.

(c) Only the bidders, who score more than 75 out of 100 marks based on above criteria, will be eligible to qualify for the financial bid evaluation.

(d) Relevant certificate/ document have to be submitted in support of the aforesaid criteria alongwith the bid.

Corrigendum (12.12.2024)

Technical Specifications to be **ADDED** as under:

1. Both MT (Micro Tower) and SFF cabinet form factors are accepted.

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.](#)