

Bid Corrigendum

GEM/2023/B/3316575-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. **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. **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. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
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 Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
6. 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.
7. 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.
8. 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.
9. 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.
10. **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
11. The successful bidder has to supply all essential accessories required for the successful installation and

commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:
cost of printer including accessories like cables, driver etc.

12. 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.
13. 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.
14. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
15. 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.
16. 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.
17. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
18. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
19. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
20. 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.
21. 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.

22. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope
all parts of printer including printer head except plastic parts and consumables
(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)
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. **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.
25. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
26. 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.
27. Buyer Added text based ATC clauses

Clarifications/Amendments to the Pre-Bid Queries Received in response to GeM Bid :

S. No	GeM Bid/ATC Clause	Query Raised	Clarification/Amendment
1.	Point No. 4 (Experience Criteria): In respect of the filter applied for 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 number of Financial years as indicated above in the bid document 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 Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.	Kindly requesting you to Include the Private or commercial Banks as Experience	Amendment: In respect of the filter applied for 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 / Scheduled Commercial Bank for number of Financial years as indicated above in the bid document 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 Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
2.			

	<p>Point No. 9 (Past Performance):</p> <p>The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.</p>	<p>Kindly requesting you to Include the Private or commercial Banks as Experience</p>	<p><u>Amendment:</u></p> <p>The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company/ Scheduled Commercial Bank. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year . In case of bunch bids, the category related to primary product having highest bid value should</p>
3.	<p>on. Point No. 7 (Generic):</p> <p>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.</p>	<p>Kindly requesting you to Include the Private or commercial Banks as Experience</p>	<p>meet this criterion. <u>Amendment:</u></p> <p>-</p> <p>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/ Scheduled Commercial Bank 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.</p>
4.	<p>Buyer Added Bid Specific ATC (Delivery Timeline)</p> <p>The successful bidder has to deliver the ordered Passbook Printer within 7 weeks of the issuance of the order in GEM portal and Installation of the PCs must be completed within 3 weeks from the date of delivery of the Passbook Printer. In case of delay in delivery and/or installation, liquidated damages will be deducted as per the GEM's general terms & condition. However, no penalty will be deducted by Bank, if delivery & installation of the Passbook Pri</p>	<p>Need 10 weeks from the date of GEM Contract received.</p> <p>Need 4-5 weeks for Installation from the date of delivery</p>	<p><u>Amendments:</u></p> <p>The successful bidder has to deliver the ordered Passbook Printer within 8 weeks of the issuance of the order in GEM portal and Installation of the PCs must be completed within 4 weeks from the date of delivery of the Passbook Printer. In case of delay in delivery and/or installation, liquidated damages will be deducted as per the GEM's general terms & condition. However, no penalty will be deducted by Bank, if delivery & installation of the Passbook Printer are completed within 12 weeks from the issuance of the GEM order.</p>

	nter are completed within 10 weeks from the issuance of the GEM order.		
5.	Product/Service specification	Dear Sir, Recommend to opt for 10 Million Ribbon Cartridge Life to ensure long print life and drastic reduction in the cost on cartridges part.	No change in RFP clause

1. Payment Terms:

On Delivery: Ninety (90) % of the price of the Passbook Printer delivered at the respective location will be paid upon submission of invoice and proof of delivery and other relevant documents.

On Installation: Ten (10)% of the price of the Passbook Printer will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative. TDS, GST TDS and Penalty will be deducted from the payment, if applicable.

2. Delivery & Installation Timeline

The successful bidder has to deliver the ordered Passbook Printer within 7 weeks of the issuance of the order in GEM portal and Installation of the PCs must be completed within 3 weeks from the date of delivery of the Passbook Printer. In case of delay in delivery and/or installation, liquidated damages will be deducted as per the GEM's general terms & condition. However, no penalty will be deducted by Bank, if delivery & installation of the Passbook Printer are completed within 10 weeks from the issuance of the GEM order.

3. Insurance

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 per cent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes. In case the successful bidder is covering the goods under a Master Policy, bidder has to submit a declaration along with copy of master insurance stating that all the items are covered under the said master policy. If insurance policies for transit insurance and/or storage and erection is not provided, then 0.1% of the invoice value will be deducted from the payment for each insurance policy.

4. Proof of Concept of Proposed Printer

The proposed printer will be used by Indian bank to print the Bank's Passbook.

The quoted model to be certified by Indian Bank for its compatibility with the Bank's CBS, before submission of technical bid. Bidder has to provide passbook printer which is being proposed to be quoted against this tender to Bank for Proof of Concept (PoC). The passbook printer proposed to be quoted should be given to Bank for PoC on or before the date of Technical Bid Submission. Bidder should extend full support for PoC by deputing knowledgeable resources to make the PoC successful. All the charges in this regard should be borne by the bidder. All the bidders have to submit the proof of PoC of the proposed passbook printer duly signed by Bank representative along with the technical bid.

5. Additional Scope of Work

- Ø Successful Bidder has to deliver and install the ordered Passbook Printers at the branches of Indian Bank throughout India. Details of branches & its quantity will be shared with the Successful Bidder after awarding the contract.
- Ø Drivers and other necessary software need to be installed by the successful bidder.
- Ø If any equipment supplied by the Bidder ceases to work during normal usage while in Warranty, the bidder has to replace the equipment at no cost to the Bank.
- Ø Comprehensive Onsite support to be provided by vendor/OEM directly in the location of installation during Warranty period.
- Ø Any other equipment, devices, software required to operationalize the equipment is to be provided without any financial implications.
- Ø Vendor has to provide single point of contact for support services.
- Ø During the contract period, the selected bidder is bound to do all hardware spares replacement without extra cost to Bank covering all parts & labor from the date of acceptance of the systems by Indian Bank at the respective locations i.e. On-Site Comprehensive Warranty.
- Ø For each location, the selected bidder is expected to provide Passbook Printers with the related hardware, all subsystems, software drivers and manuals etc
- Ø The successful bidder has to submit an undertaking on its letter head along with the delivered items, signed by the authorized person, certifying that all the components/parts/assembly/software used in the proposed hardware are original/ new components/ parts/ assembly/ software and that no refurbished/duplicate/second hand components have been used or would be used.

6. IEMs details

The Name and Contact details of the Independent External Monitors (IEMs) nominated by the Bank are as under:

1. Shri. Arun Kumar Sharma Email: sharmaak6@gmail.com
2. Shri. Girraj Prasad Gupta, ICAS (Retd) Email: gpgupta1804@gmail.com

7. Bidder has to submit the self-declaration of blacklisting, Certificate of Local Content as per Make in India Guidelines, compliance with respect to Land Border sharing clause and bid security as per the format enclosed under buyer uploaded ATC document.

8. Successful bidder has to sign contract & non-disclosure agreement as per the format enclosed under buyer uploaded ATC document.

28. 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. 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](#)