

Bid Corrigendum

GEM/2024/B/5288893-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. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Director, SCTIMST, payable at Trivandrum.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
4. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date
5. **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.
6. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 4 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of as per specifications (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).
7. 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.
8. 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](#)
9. Buyer Added text based ATC clauses

Supply, Installation, Testing and Commissioning of Server, Storage and Database System.

About SCTIMST

Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST) is an Institution of National Importance under the Department of Science and Technology, Govt. of India.

Introduction:

The Computer Division of the Institute maintains all in-house developed software applications for various sections including the critical Hospital Information System (HIS). All applications of the Institute at present use Oracle as the RDBMS. The application is mission-critical as any downtime will directly affect the service to patient care services and to the Institute management. The current version of the RDBMS is Oracle Database 12c Enterprise edition with forms and reports. To ensure high availability and prevent any data loss, the Institute has a disaster recovery site in a remote location and maintains a standby database using Oracle Data Guard technology.

The Institute wishes to develop/upgrade the application and the database to the latest version supporting all modern features and data security. The Institute has to ensure that the present application is highly available, secure, and has high performance and would like to have the support for another 7 years.

1. Summary of Scope of Work

- Supply, Installation, Configuration, Testing, Commissioning and Maintenance of highly available clustered Database infrastructure complying with the technical specifications mentioned below. Post-commissioning support from the Bidder is required for the next seven years. (Three-year warranty and four year AMC).
- The Bidder should provide a robust database infrastructure solution for the Institute Information System and other critical applications, enhancing the application to be highly secure, highly available, scalable, and with high performance.
- The Bidder should provide two Database Installations in SCTIMST. One installation is in the Production Site (Data Center - Hospital Wing) with the proposed new hardware infrastructure, and another one is in the Disaster Recovery Site (PMSSY Block) with the existing hardware.
- The database on the production site has to be configured in a high availability active-active cluster mode. The system should provide redundancy in both Hardware and Software. The Bidder should provide the latest version of the database hardware appliance to ensure the production site is highly available. Existing database appliance hardware (Oracle ODA X6-2HA) to be configured as the DR server and to provide a data replication from the production site to the DR site. The database environment should also be capable of running multiple application databases in one server so that SCTIMST has fewer database servers to monitor and manage, thereby reducing the server management costs.
- Migration of whole data from the existing Oracle Database 12c to the new database system with minimum downtime as mandated by SCTIMST.
- Warranty and Maintenance of the procured appliances and the associated hardware and software.
- Training & Documentation.

· General Services.

2. **Detailed Scope of Work**

Delivery, Installation, Configuration, Testing & Commissioning:

- i. All steps required to commission the new Database Server and Software System at SCTIMST's Data Center to be carried out. They should include but not be limited to the following –
 - a. The supply, installation, commissioning and configuration of Database Servers and Software Systems in high availability active-active cluster mode.
 1. Unboxing all hardware items including servers and storage enclosure.
 2. Racking and mounting of the hardware devices.
 3. Power on system.
 4. Creating the required number of virtual machines as per the deployment architecture for the database and applications.
 5. Installation of the required Operating system on the VMs / Templates.
 - b. VLAN Creation.
 - c. Upgrade to the latest operating system and database software image.
 - d. Network configuration for Virtual machines.
 - e. Installation of the latest database software version depending upon the environment.
 - f. Auto backup setup for virtual machines.
 - g. Create and test virtual machine failover.
 - h. Configuration of the database as highly available.
 - i. Setting up the replication of various databases from DC to DR and vice versa.
 - j. Integration of the existing SAN/NAS Storage (External) and provisioning of the same for the database backup.
 - k. Development and deployment of the auto switchover to the DR. Automated switching option for the DC & DR Setup.
- ii. Bidder to provide such packing of the products and insurance required to prevent its damage or deterioration during transit to the location given by SCTIMST. The packing shall be sufficient to withstand rough handling during transit and exposure to extreme weather conditions during transit and open storage.
- iii. Bidder will have to supply the Products in 'Factory Sealed Boxes' with OEM seal.
- iv. Delivery, installation and commissioning of the products shall be made by Bidder in accordance with the product approved / ordered and within the time schedule given in the GEM order.
- v. The delivery shall be deemed complete when the Products/components/associated software/firmware are received in good condition at the designated locations, mentioned in this RFP/GEM order.
- vi. Prior to the installation, configuration, and Integration, the Bidder will need to study the existing setup at SCTIMST's Data Centre and to prepare a detailed implementation plan. On approval of the same by SCTIMST, installation and integration of database infrastructure implementation has to be carried out.
- vii. The installation will be deemed to be completed when,
 - a. The product, including all the hardware, accessories/components, firmware/system software (latest versions), and other associated components have been supplied, installed, integrated and operationalized within SCTIMST's existing network and system as per the technical specifications.

nical specifications.

- b. All the features, as per the technical specifications, are demonstrated and implemented on SCTIMST's existing network system, to SCTIMST's satisfaction.
- c. Migration of the databases as identified by SCTIMST.

The Bidder, working with the OEM, has to resolve any issue faced during the installation and operationalization of the hardware.

- viii. The Bidder will supply all associated documentation relating to the Products/hardware, system software/firmware, etc. The Products shall be accepted (commissioned and operationalized) after the signing of the acceptance test plan document jointly by the representative of SCTIMST and the engineer from the Bidder side.
- ix. For the additional hardware, system and other software/firmware required with the hardware ordered for, the following shall apply: -
 - a. Bidder shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's authorized representatives only.
 - b. Bidder shall provide complete legal documentation of all sub systems, licensed operating systems, licensed system software/firmware and licensed utility software and other licensed software.
 - c. In case Bidder is providing software/firmware which is not its proprietary software then Bidder should have valid agreements with the software/firmware OEM for providing such software/firmware to SCTIMST, which includes support from the software/firmware OEM for the proposed software for the entire period required by SCTIMST.
 - d. The ownership of the supplied hardware and software shall be that of SCTIMST from the date of put to use.

- x. Bidder to execute the detailed Proof of Concept (POC) of the proposed solution with the sample data and application environment provided by the institute. Before the POC execution; the bidder to confirm with SCTIMST the type of hardware planned, software/firmware required with the hardware, and details of the database version selected etc. so that the product/idea can be turned into a reality.

As part of the POC activity, the bidder has to test the proposed database and application server solution with the test data provided by the SCTIMST using applications developed in PHP, Laravel, Java FX with RESTful services and Oracle Forms/Reports Applications.

Bidder has to mention in detail the methods / protocol, additional work to be carried out by the buyer post data migration etc so that the existing application will work in the new environment. Cost of the hardware/software required for the POC to be handled by the bidder. The results of the POC will be examined by the technical committee for further evaluation.

- xi. Post commissioning, Bidder/OEM should support the managing of the device for 3 years as warranty and the next four years as CAMC.

Warranty/Service Support:

- i. Bidder/OEM shall comprehensively support the Product and its associated hardware/components including OS/firmware (preventive maintenance, critical hot fixes, service packs, and major upgrades) during the warranty period and AMC period.
- ii. During the Warranty and CAMC period, Bidder/OEM will have to undertake comprehensive support of the entire Product (hardware, components, operating software, firmware, etc.) supplied by them at no additional cost to SCTIMST.
- iii. During the Warranty period, Bidder/OEM shall ensure that services of professionally qualified p

Personnel are available for providing comprehensive on-site maintenance of the Product and its components as per SCTIMST's requirements.

- iv. Onsite comprehensive warranty for the product (hardware/ software) would include free replacement of spares, parts, kits, and resolution of the operating system or database software problems, if any, in the product.
- v. Support (Warranty) would be on-site and comprehensive from the Bidder/OEM.
- vi. In the event of system breakdown or failures at any stage, the following shall be provided.
 - a. Diagnostics for identification of systems failures.
 - b. Protection of data/ Configuration.
 - c. Recovery/restart facility.
 - d. Backup of system software/ Configuration.
 - e. Service call registration, detailed service report etc.
 - f. Any other action deemed necessary to restore the system.
- vii. Bidder/OEM shall be available for on-call/on-site support during any maintenance activity or at the time of switching over from DC to DR and vice-versa during mandatory DR Drills or as per requirement. No extra charge shall be paid by SCTIMST for such needs, if any, during the support period.
- viii. Bidder support staff should be well-trained to effectively handle queries raised by the authorized user(s) of SCTIMST. In the bid the bidder should provide the details of the technical staff authorized for the service by providing the qualification and count.
- ix. To updated the escalation matrix shall be made available to SCTIMST, each time the matrix is changed.

Migration of the existing Oracle Enterprise Databases version 12c & Application integration

SCTIMST intends to migrate its enterprise database to the latest version database system. Apart from one time implementation and commissioning services for the proposed hardware, the Bidder/OEM shall undertake database Migration Services and Support Services after Go-live.

- i. Post commissioning of the proposed database hardware infrastructure, Bidder, shall provide support from the OEM for the enterprise applications and databases in case of any problem/issue found related to post migration. The current application is developed on Oracle RDBMS.
- ii. Bidder shall develop a detailed project plan to complete the migration activities. The migration project plan shall include the approach as well as the activities required for testing iterations and a test environment migration. For data migration; copying data to third part site/server is not permitted and the activity is to be carried with high data security with no data loss.
- iii. Bidder shall study and review the current applications and its infrastructure while designing the migration solution and developing the project plan. The migration activity shall be taken up post approval of the detailed project plan by SCTIMST.
- iv. Bidder shall carry out the test run with limited data. Post acceptance of the test run by SCTIMST, Bidder would initiate the final migration, which shall be subject to test and audit of the data by SCTIMST or an agency identified by SCTIMST to ensure accuracy of the data during the migration activity. Post acceptance of the final migration, activity would be considered as completed, otherwise, bidder is supported to repeat the exercise until SCTIMST accepts it.
- v. Bidder shall ensure there is comprehensive support from the OEM during the migration exercise so that the issues are addressed as per standards specified in the SLA.

- vi. Bidder shall ensure proper documentation and lessons learnt are made available with SCTIMST during and after the migration project.

Training & Documentation:

- i. Bidder shall submit a training plan to ensure that SCTIMST and its designated IT staff are trained properly to continue with the maintenance and monitoring of the Product.
- ii. Bidder shall provide, at their cost, all training at a location and the mode agreed to by SCTIMST.
- iii. Bidder shall develop and share the training material on all aspects of the Product and its associated tools (hardware, software, firmware etc.) that will be utilized.
- iv. Bidder shall provide all operational system documentation, system administrator operation manual, system maintenance documentation, and final system test plans, test scripts & test case.

General Services:

- i. Bidder/OEM shall ensure that key personnel with relevant skillsets are available at designated locations for installation and commissioning of the product.
- ii. Bidder shall designate a skilled Project Manager who may be asked to periodically update a report to SCTIMST on the project. The updates shall have to be provided in written form and during the status review meetings.
- iii. Bidder shall ensure that the quality of methodologies for delivering the Products/Services adhere to quality standards/timelines stipulated thereof.
- iv. Bidder shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by OEM free of cost. Bidder should bring to the notice of SCTIMST all releases/ version changes.
- v. Bidder shall follow SCTIMST's Change Management process and obtain written permission from SCTIMST before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the OS/ Firmware/ Middleware etc in case SCTIMST chooses not to upgrade to the latest version.
- vi. Bidder shall provide maintenance support for the Product including embedded software/ OS middleware etc. over the entire period of the Contract.
- vii. Bidder shall provide legally valid firmware/software. Detailed information on license count and type of license should be provided to SCTIMST.
- viii. Bidder/OEM shall keep SCTIMST explicitly informed about the end of sale, and end of support dates, on related Products including embedded software/ OS/ middleware etc. as and when the same is released by OEM.
- ix. The device should provide an audit trail and logs for every transaction /activity performed in the system and shall generate audit reports / logs as and when needed. This is an end-to-end project and all the items required for making the device operational should be considered by the bidder, even if the same is not explicitly mentioned in this Bid document.
- x. Bidder should ensure that the installed Database Management System is up and running with the latest available release of DBMS software & patches at any time during the contract period and during the exit of the bidder at the end of the warranty & AMC completion period.

3. General Terms And Conditions

1. Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment's and / or needed for erection, complete and safe operation of the equipment's as required by applicable codes though they may not have been specifically detailed in the tender document, unless included in the list of exclusions. All similar standard components / parts of similar standard equipment's provided, shall be interchangeable with one another.
2. The bidder shall be responsible for providing all materials, equipment's, and services, specified or otherwise, which are required to fulfil the intent of ensuring operability, maintainability, and reliability of the complete equipment covered under this specification within quoted price. This work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force from the date of award of this contract.
3. The bidder shall be responsible for deputing qualified and certified personnel for installation, testing, commissioning and other services under this scope of work as per this specification. All required tools and tackles for completing the scope of work as per the specification is also the responsibility of the bidder.
4. The bidder should follow guidelines for the implementation in the proposal.
5. The bidder should conduct site survey if required to identify the site in coordination with SCTIMST.
6. UPS output power for the rack will be provided by SCTIMST.
7. The bidder should ensure, during installation of LAN, day-to-day functioning of official work and existing network setup / connectivity / internet connectivity are not disrupted.
8. The specification mentioned in the Bid is minimum. Bidder can quote products having higher configurations.
9. SCTIMST reserves the right for quantity variation due to increase / decrease in requirements.
10. Product make, model number and part number of each module/components to be clearly mentioned in the bid.
11. Free Updates and Upgrades for Software/Firmware during warranty and CMC period to be provided.
12. The quoted items should be the latest product in the market and launched within three years from the date of publishing this Bid.
13. The bidder shall go through the entire document and must comply with all the terms and conditions. A Compliance statement in the form of "Complied", "Partially Complied" or "Not Complied" shall be given against each item and specification of the TENDER documents (Technical Specifications). The compliance statements should be supported by authentic documentation. Any variation from "fully-complied" shall be mentioned as "partially complied" or "Not Complied" and the variation shall be mentioned clearly in a separate "Remarks". Please note that any deviation from the laid down requirements/specifications shall be duly signed and stamped by the Bidder. Failing to comply with this requirement may result in the bid being rejected. Submit these documents along with the Technical

Bid.

14. Single bid will only be selected for the entire for having a single point of contact for support related issues.
15. All Components offered in the Bill of Material should be covered under OEM support, enabling program so that to get back-end support / benefits from Principles / OEM in terms of Free Support / Maintenance, if any, Access to 24 x 7 x 365 online support from Technical Assistance Centre of OEM for resolution of problems with the help of their technical team on-site/off-site, advance defective part replacement during warranty period within a period of two working days and OEM Login Access. The undertaking from the OEM for the same should be enclosed with the technical bid.
16. The installation should be supported with spares for a minimum period of 7 years after successful installation and commissioning. "All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period". (A line of confirmation should be submitted along with the bid document.)
17. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
18. Compliance Sheet and Brochure of the product(s) offered in the bid, are to be uploaded along with the bid documents. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
19. Scope of Supply (Bid price to include all cost components): Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any) Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller at consignee location free of cost. The payment will be released only thereafter.
20. The bidder shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
21. Participating bidders should submit OEM Authorization Certificate along with the bid documents as per the format given in Buyer uploaded ATC document (FORMAT F).
22. Bidder/OEM must have a Functional Service Centre in the State of Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service centre is not ready 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. Bidder/OEM must have Dedicated/toll Free Telephone No. for Service Support and provide Escalation Matrix of Telephone Numbers for Service Support.
23. 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.

24. The bidder should submit a declaration confirming that the Product Cost / Total Cost does not include warranty charges other than OEM Warranty. If any charges claimed by the bidder towards **three** years warranty which is included in the Product Cost / Total Cost should be indicated in the declaration form. Aforesaid declaration in the FORMAT G should be submitted along with the technical bid. The splitup of warranty cost (year wise) shall be provided by the bidder separately in the financial document sought for FORMAT D.
25. Successful bidder will have to ensure that adequate numbers of dedicated technical service persons/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. After having been notified of the defect 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 following penalty clause will be applicable.

26. Penalty clause:

1. Delay in Delivery:

If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. . SCTIMST reserve the right to cancel the order in case the delay is more than 10 weeks. If any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- a. Imposition of liquidated damages,
- b. Forfeiture of its Performance Security and
- c. Termination of the Contract for default

2. Performance (during Warranty period)

Supplier should ensure uninterrupted service delivery of the equipment or product during the warranty period. In this regard following conditions also may be noted:

- I. In case of failure of equipment or its components, breakdown call has to be attended within 48 hours of intimation.
- II. The defect should be rectified within three days after the call is attended, failing which replacement or standby equipment should be provided for uninterrupted services.
- III. In case of non-adherence to clause (a) or (b) above, downtime penalty will be realised as a sum equivalent either the repairing charges met by the Institute to set right the equipment or 0.5 percent per day of cost of the equipment, whichever is higher, from the date of report of breakdown by way of deductions from SD/Performance Bank Guarantee.
- IV. The time spent on the repair work will be added to the warranty period of the equipment

3. Performance (during CMC/AMC period):

a) Uptime means 100 % of total days in a year, including Sundays and Institute Holidays

b) Down time means any shortage in achieving the uptime of 100 %.

c) Down time penalty will be levied at the rates shown below;

- The Equipment for which EX-works/FOB/CIF value is up to Rs. 10 Lakhs, penalty is 1.5% per day of such value of the equipment.
- The Equipment for which Ex-Works/ FOB/ CIF value is above Rs.10 Lakhs but up to Rs.50 Lakhs penalty at 3 % per day of the cost of the equipment subject to a minimum of Rs.5,000/ per day.
- The Equipment for which Ex- Works / FOB/ CIF value exceeds Rs.50 Lakhs, penalty is at 4 % per day of the cost of the equipment subject to a minimum of Rs.10,000/- per day and maximum of Rs.50,000/- (Rupees Fifty Thousand Only) per day for the first week which will double every subsequent week.
- The Penalty will be leviable for each (a single) equipment.
- Even if the total days of downtime in a year is below 1 %, if the equipment is down for more than 2 working days continuously, excluding reporting and repairing days, on any occasion, a penalty at the above rate will be levied for such down time exceeding 2 days. For this purpose repairing day is a single day on which the machine is reported as repaired and working means fully working.

27. List of Essential Spares & Consumables: If the equipment contains any essential spares and consumables, the price should be frozen for minimum 4 years after warranty period. The price of the spares and consumables should be submitted separately by the bidder in the Financial Document sought for. The format is available in the Buyer uploaded ATC document.

28. If the item involves software, the successful bidder should obtain software license in the name of Director, SCTIMST and the paper license / email license to be transferred to the name of Institute.

29. 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 desired 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.

30. Performance Bank Guarantee: The successful bidder should furnish a performance guarantee/security deposit @ 5 percent of purchase order value for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty. Besides ePBG, PBG can also be submitted in the form of Bank Guarantee, FD Receipts pledged in the name of Director, SCTIMST or Account Payee Demand Draft drawn from a nationalized bank favoring The Director, SCTIMST payable at Thiruvananthapuram. Hard copies of PBG in original should reach the buyer within 15 days of award of contract.

31. EMD can be submitted in the form of Account Payee Demand Draft drawn in any a nationalized bank favoring The Director, SCTIMST payable at Thiruvananthapuram. EMD can also be submitted in the form of Bank Guarantee, FD Receipts pledged in the name of Director, SCTIMST. Bidder has to upload scanned copy/proof of the DD/BG/FDR along with the bid and has to ensure delivery of hard copy

o the buyer within 5 days of Bid end date/Bid opening date failing which the bid will summarily be rejected.

32. Bidders are advised to quote prices as per technical specification. However detailed breakup of quoted prices should be provided in Price Format - A (in pdf) and uploaded in the prescribed place (Financial Document Required) on online GeM portal. The prices quoted in the prescribed field on GeM portal will be considered for ranking purpose. Total price quoted in Price Format - A (in pdf) must match with the price quoted in GeM portal.
33. The Bidders are advised to quote price of Spare parts, Consumables in the attached format (pdf) B and C accordingly and uploaded the same in the prescribed place (Financial Document Required) on online GeM portal. The equipment should be supported with spares for a minimum period of 3 years after successful installation and commissioning." All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period".
34. All equipment and Accessories except the items listed below, quoting against the bill of quantity will be included under CAMC. Cost of the exempted items should not be considered for CAMC calculation. A line of confirmation on the above should be uploaded along with the technical bid.
35. The three years warranty sought for is OEM free warranty without any additional cost towards extended warranty to fulfil the tender condition. The charges, if any, claimed by the bidder towards warranty in this regard and included in the product cost in Price Format -A should be mentioned in the price format D also. This warranty charges shall not be considered for calculating actual CAMC value to be payable after warranty period. Where the total cost does not include such warranty charges, the bidder shall submit a declaration- "Certify that the Equipment/accessories quoted in the bid is having OEM free warranty of three years and the total cost quoted in the bid does not include any warranty charges to fulfil the tender condition of three year warranty". This declaration shall be furnished along with the Technical bid in Format-G. False declaration may lead to rejection of bid. Proforma invoice from the OEM (Foreign principal company) indicating the nature of after sale service including warranty condition shall be furnished along with the technical bid.
36. As per the Institutes general policy, the maximum CAMC charges after warranty period will be 5% of the cost of the equipment. However, the bidders can quote CAMC charges in the range of 3 to 10 % of the cost of equipment, depending on the nature of equipment to be maintained. The CAMC charges shall be quoted in percentage rate in GeM bid and escalation in CAMC charges shall be allowed at maximum 5% of the CAMC charges after every three years of CAMC. This CAMC charges at Net Present Value shall be taken into account for arriving the lowest responsive bidder. The actual CAMC value to be payable after warranty period shall be separately worked out based on the "Cost of the equipment for CAMC calculation" and shall be furnished in "Format -E" and uploaded the same in the prescribed place (Financial Document Required). The year wise rate percentage of CAMC quoted in the bid for L1 evaluation should be used for calculating the actual CAMC value. The "cost of the equipment for CAMC calculation" shall not include additional warranty cost (if any), cost towards Installation, Commissioning and Testing (in addition to the original equipment cost of the OEM), cost of transportation, including import customs duty, Agency commission, any specific excluded items from CAMC as per the tender condition and GST included in the product cost quoted. The cost of the equipment for CAMC calculation shall be mandatorily furnished in format D.
37. The successful bidder shall enter into CAMC/AMC as chosen by SCTIMST, 3 (three) months prior to the completion of warranty period. The CAMC/AMC will commence after the date of expiry of warranty period from the date specified in the work order and agreement executed in this regard, which will be treated as the first year of CAMC/AMC.
38. Integrity Pact Agreement will form part and parcel of this tender. It is mandatory to enclose the Integrity Pact Agreement (FORMAT H in bidder uploaded ATC) along with the technical bid.

Independent External Monitors:

- A. Sri. Prahlad Kumar Sinha, IP & TAFS (Rtd.) Ph.No.09423677066 E-mail pekay66@gmail.com

B. Dr.Ved Prakash, ITS (Rtd.) Ph.No.9810546996 E-mail ved60prakash@gmail.com

39. Bidders should comply the GOI Order No. F.No.6/18/2019-PPD dtd 23.07.2020. A declaration with regard to this OM should be submitted along with technical bid.
40. Declaration regarding local content for Make in India preference shall be uploaded (FORMAT I) along with the bid documents.
41. Payment Terms
 - a. 100% of payment will be paid by successful delivery of the items in good condition at the consignee site and after satisfactory installation and commissioning of equipment along with submission of "Installation Report" to be issued by user department and DCE.
42. Delivery and installation of equipment should be completed within 150 days from the date of issue of GeM order.
43. Class I local supplier / Class II local suppliers should comply the point No.9.b of **GOI Order No.P-5021/2/2017-PP (BE-II) dtd 16.09.2020**. A declaration with regard to this OM should be submitted along with the technical bid.
44. Bidders should submit the Manufacturer's Authorization in attached format F (Buyer uploaded ATC Document)
45. Restrictions under Rule 144 (xi) of GFR 2017: Any bidder from a country which shares a land border with India will be eligible to participate in this bid only if the bidder is registered with the Competent Authority in accordance with restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 as amended from time to time. The bidders shall enclose the following certificate along with the bid documents. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that at this vendor/bidder fulfils all requirements in this regard and is eligible to be considered for procurement from GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."
46. Bidders must ensure that only the concerned document is uploaded in a particular field for document upload. Uploading the same document in multiple fields should be avoided.
47. Bidder's offer is liable to be rejected if they do not upload any of the certificates/ documents sought in the Bid document, ATC and Corrigendum if any.
48. The successful bidder has to register at SCTIMST Vendors' Portal and get themselves verified once the purchase order is generated. The payment will be processed only after successful verification of the seller in the portal.
49. Payment Terms: 100% payment will be paid after satisfactory installation of the equipment along with submission of 'Installation Report' issued by User Department.
50. Bidders may please be read as uptime warranty as 95% instead of 98% as per bid terms and conditions.

4. Bidders /OEM Eligibility Criteria

4.1 Pre-Qualification for Bidder

SI No	Requirement	Documents
1	The bidder should be a company registered under the Companies Act, 1956 or registered firm (Indian/Global) since last 3 years .	Valid documentary proof of: Certificate of incorporation, Company registration certificate, Valid GST registration certificate etc to be attached.
2	The bidder must have valid ISO 9001: 2008 or higher certifications like CE/FDA.	Copy of valid certificate to be attached
3	The bidder / OEM should have net worth three times the value of the bid and a turnover of four times the bid value for each of the last three financial years ending on 31-03-2024.	CA's certificate clearly stating the turnover for each of the last three financial years.
4	Bidder should have completed at least 3 installations, configurations, and migrations of similar databases in the last five years in any State / Central Government / Department / Organisation / PSUs / Institutes Government funded. Installation, configuration, and migration should be part of the single work order. Copies of 3 Nos. of relevant work orders and completion certificates should be attached.	Valid documentary proof to be provided.
5	A declaration that the bidder has not been debarred / blacklisted by any reputed Government / Semi-Government organization for the quality of services / product and that there is no major complaint against the quality of service / products by any organization.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.
6	The bidder should have minimum 1 certified Engineers from the OEM.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.

7	<p>The bidder shall post one Project Manager for management of the project during the execution till acceptance. This person should be qualified and experienced in the installation of the Systems and be authorized to take decisions for smooth and early completion of work.</p>	<p>Self-Certification/ Declaration duly signed by authorized signatory on company letter head.</p>
8	<p>The bidder should submit a valid letter from the OEMs confirming the following:</p> <ul style="list-style-type: none"> · Manufacturer's Authorization Form for bid. · Confirm that the products quoted are not end of life products. · Undertake that the support including spares, software patches for the project. · Offered products shall be in the market for sale minimum next 3 years. · Support for the offered products for 7 years. 	<p>Manufacturer's Authorization Format (MAF), specific to this Bid from OEM should be submitted along with the proposal</p> <p>Valid documentary proof to be provided for all.</p>
9	<p>The bid should preferably be either an Original Equipment Manufacturer (OEM) or should be Authorized System Integrator Partner having Direct Purchase and Support Agreement with the OEM. In case the Bidder is a System Integration Partner of the Principal Manufacturer, a Certificate from the Principal Manufacturer clearly stating the relationship with the Partner and authorization to the Partner to quote for this specific Bid is to be furnished.</p>	<p>Valid documentary proof to be provided.</p>

10	Detailed Bill of Materials(including make, model number of the product and part number of all components) for all the required components should be mentioned else the bidder will be disqualified.	BOM should be Submitted
11	The specifications are basic essence of the product. It must be ensured that the offers must be strictly as per tendered specifications.	Compliance Matrix with offered specification should be submitted along with the bid. The bidder should submit an unpiced BOM along with Make, Model and Part Number.

4.2 Eligibility criteria for OEM

1	The OEM should have direct presence in India at-least 5 years.	Valid documentary proof to be provided.
2	The OEM must not propose any product whose End of Life or End of Sale date has been announced.	Proof of end of life to be provided for quoted product
3	The OEM must not propose Refurbished products.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.
4	The quoted items should be the latest product in the market and launched within three years from the date of publishing this Bid and support for 7 years.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.
5	All the active products must be IPv6 enabled and ready to use from day one.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.
6	The OEM must not propose any Co-branded equipment. (i.e., Product bearing brand shared with other OEM).	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.

7	The OEM must have 24 x 7 Technical Assistance centre based in India through a toll free number.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.
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5. CAMC/Warranty Services

The brief scope of services and obligations to be performed by the Bidder are the following:

1. Quarterly checking and servicing (Quarterly preventive maintenance).
2. Attending to the service when called upon by the client within two hours.
3. Repairing/overhauling the components of the equipment at site/in service station, including replacement of worn out parts when found necessary.
4. Visually inspect, correct as needed.
5. Submission of PM/ service reports to SCTIMST.

CORRIGENDUM-I

Sl. No	Tender Reference	Existing	To be read as
1	<p>Tender Document Page No. 8</p> <p>Detailed Scope of Work</p> <p>Delivery, Installation, Configuration, Testing & Commissioning :</p> <p>Sl. No. X</p>	<p>Bidder to execute the detailed Proof of Concept (POC) of the proposed solution with the sample data and application environment provided by the institute. Before the POC execution; the bidder to confirm with the buyer the type of hardware planned, software/firmware required with the hardware, and details of the database version selected etc. so that the product/idea can be turned into a reality.</p> <p>As part of the POC activity, the bidder has to test the proposed database and application server solution with the test data provided by the SCTIMST using applications developed in PHP,</p>	<p>Bidder to execute the detailed Proof of Concept (POC) of the proposed solution with the sample data and application environment provided by the institute. Before the POC execution; the bidder to confirm with the buyer the type of hardware planned, software/firmware required with the hardware, and details of the database version selected etc. so that the product/idea can be turned into a reality.</p> <p>As part of the POC activity, the bidder has to test the proposed database and application server solution with the test data provided by the SCTIMST using applications developed in PHP, Laravel, Java FX with RESTful serv</p>

Laravel, Java FX with RESTful services and Oracle Forms/Reports Applications.

Bidder has to mention in detail the methods / protocol, additional work to be carried out by the buyer post data migration etc so that the existing application will work in the new environment. Cost of the hardware/software required for the POC to be handled by the bidder. The results of the POC will be examined by the technical committee for further evaluation.

ices and Oracle Forms/Reports Applications.

Bidder has to mention in detail the methods / protocol, additional work to be carried out by the buyer post data migration etc so that the existing application will work in the new environment. Cost of the hardware/software required for the POC to be handled by the bidder. The results of the POC will be examined by the technical committee for further evaluation.

Bidder may use any hardware (single node) compatible with the proposed software version for POC.

The version of the OS and Database software used in the POC should be the same as the proposed software version.

All other terms and conditions shall be as per Bid No. GEM/2024/B/5288893 dtd 17.08.2024

Sd/-

Director

10. Buyer uploaded ATC document [Click here to view the file.](#)
11. **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
12. 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, SCTIMST, payable at Trivandrum . 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.

13. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBC which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Director, SCTIMST, Trivandrum 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 bid 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.
14. 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.
15.
 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 Seller's obligations there under.
16. 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.

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](#)