

## Bid Corrigendum

GEM/2025/B/6571660-C4

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the 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 up to 25% of the contracted quantity during the currency of the contract at the contract rates. The delivery period of quantity shall commence from the last date of original delivery order and in case where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
2. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
3. Buyer uploaded ATC document [Click here to view the file.](#)
4. Buyer Added text based ATC clauses

Supply, Installation and testing to be done at site location.

**OEM Authorization Certificate is not required.**

**Bidder may duly fill sign Annexure -E (Malware and Piracy/Duplicity Declaration) on official company letterhead. (PDF attached in ATC)**

**(On company Letter Head)      Annexure -E**

Date: .....

Tender No.....

**To,**

**The Centre Head**

**Centre for Development of Advanced Computing**

**14<sup>th</sup> Floor, Bismaun Tower**

**West Gandhi Maidan, Patna, Bihar - 800001, INDIA**

Dear Sir,

Subject: **Declaration Letter**

**(Collaborative real time 3D Simulation Platform Software License)**

This has a reference to your tender no. .... dated ..... for **Supply, installation of Software License.**

We confirm that the software shall be supplied for C-DAC Patna will **not be refurbished/ duplicate or acquired illegally** in India/ third country.

If C-DAC find that any information/ details submitted by us is incorrect, C-DAC may black list us and forfeit the EMD/ take stringent action against us as per Government of India guidelines.

We hereby confirm that the items supplied by us **will not have any malware** or in other form and a certificate in this regard will be submitted by us along with other shipping documents for seeking dispatch concurrently.

By signing this declaration letter, we accept all terms and conditions specified in the tender document and agree that C-DAC's decision will be final and binding on us.

For M/s \_\_\_\_\_ (Name of the bidder)

Signature & company seal

Name

Designation

Email

Mobile No.

**EARNEST MONEY DEPOSIT (EMD)**

Bid must be accompanied with earnest money deposit (i.e. Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'NEFT/RTGS/Banker's Cheque in favour of C-DAC Patna payable at PATNA. Bank details as per written below for DEPOSIT OF EMD.

EMD should be valid for three (03) months. EMD Amount should be 2 % of projected/estimated Bid value. Not Micro or small Enterprises (MSEs) shall be exempted from EMD/ Bid Security.

Bank details as attached image below:

**Bank Name: State Bank of INDIA, Exhibition Road, PATNA**  
**Bank Account Name: CENTER FOR DEVELOPMENT OF ADVANCED COMPUTING**  
**Bank Account number: 39646099451, IFSC Code: SBIN0003475**

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#### **CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]**

##### **ONLY APPLICABLE AFTER CONTRACT ORDER AWARD**

Within 30 days of the receipt of the notification of contract award from C-DAC Patna, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with the General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

The CPS shall be for an amount as specified in tender document towards faithful performance of the contractual obligations and performance of equipment's/Materials. For the purpose of CPS/CPBG, Contract/Order Value shall be exclusive of GST (CGST & SGST/UTGST or IGST). Bank Guarantee towards CPS/CPBG shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled.

foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. The Contract Performance Guarantee (CPBG) shall be for an amount of 5% of the Contract order/Contract value towards faithful performance of the contractual obligations and performance. The Supplier shall submit CPS/CPBG in the format of GeM.

5. 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.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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](#)