

Bid Corrigendum

GEM/2023/B/4098588-C6

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 buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
One Instance at DC, Chennai VM
Another Instance at DR, Hyderabad VM
Installation from Head Office of Odisha Gramya Bank at Bhubaneswar
Head Office
Odisha Gramya Bank
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. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
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. 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.

7. **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
8. 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.

9. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Odisha Gramya Bank payable at Bhubaneswar .
- 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.
10. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
11. Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
12. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, 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.
13. 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.
14. Buyer uploaded ATC document [Click here to view the file.](#)
15. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
16. File Attachment [Click here to view the file.](#)
17. File Attachment [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](#)

Amendment 2- Implementation of NACH

(Both as Destination as well as Sponsor Bank including Mandate Management Solution)

Tender / Bid Reference # GEM/2023/B/4098588 dated 26.10.2023

Amendment 2 dated 20.11.2023

All bidders are here by informed that the necessary amendments to bid document are provided in Table # 1.
Revised Last Date for Submission of Bids on GeM – **28th Nov 2023**.

Table # 1

Sl.	RFP Clause	Existing Clause in tender	Amendment
1	Scope Of Work	<p>Original RFP Clause – Bank will provide VM of size as specified by bidder with Windows Server 2022 OS and MS SQL Server 2017. Maximum 9 numbers of VM will provided by Bank for this implementation.</p> <p>Amendment -1 Bank will provide VM of size as specified by bidder in their technical proposal with Windows Server 2022 OS. Maximum 10 (Prod DB 3, UAT DB 1, Prod App 3, Prod Web 2, UAT Web + App 1) numbers of VM will provided by Bank for this implementation. The Enterprise class Database license shall be provided by bidder in the name of Odisha Gramya Bank by attaching the same to user ID itd@odishabank.in.</p>	<p>Amendment -2 Bank will provide VM of size as specified by bidder in their technical proposal with Windows Server 2022 OS. Maximum 10 (Prod DB 3, UAT DB 1, Prod App 3, Prod Web 2, UAT Web + App 1) numbers of VM will provided by Bank for this implementation. The Enterprise class Database license shall be provided by bidder in the name of Odisha Gramya Bank by attaching the same to user ID itd@odishabank.in.</p> <p>However, Bidders are allowed to propose Non-Enterprise class Database, wherein the responsibility and liability of the proposed Database shall be on the Bidder's scope.</p>
2	Scope of Work	<p>Original RFP Clause – Bidder may choose to opt for any other Database of their choice, which should be supplied by bidder without any additional cost and licensed (perpetual) to Odisha Gramya Bank.</p> <p>Amendment -1 Bank will provide VM of size as specified by bidder in their technical proposal with Windows Server 2022 OS. Maximum 10 (Prod DB 3, UAT DB 1, Prod App 3, Prod Web 2, UAT Web + App 1) numbers of VM will provided by Bank for this implementation. The Enterprise class Database license shall be provided by bidder in the name of Odisha Gramya Bank by attaching the same to user ID itd@odishabank.in.</p>	<p>Amendment – 2 Bank will provide VM of size as specified by bidder in their technical proposal with Windows Server 2022 OS. Maximum 10 (Prod DB 3, UAT DB 1, Prod App 3, Prod Web 2, UAT Web + App 1) numbers of VM will provided by Bank for this implementation. The Enterprise class Database license shall be provided by bidder in the name of Odisha Gramya Bank by attaching the same to user ID itd@odishabank.in.</p> <p>However, Bidders are allowed to propose Non-Enterprise class Database, wherein the responsibility and liability of the proposed Database shall be on the Bidder's scope.</p>