

Bid Corrigendum

GEM/2024/B/5559899-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. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.
4. Buyer Added text based ATC clauses

Buyer Added Bid Specific Terms and Conditions/

1. Authorised Service Centre within the state of Meghalaya or Assam, along with a dedicated contact person with telephone number for technical solution in a fast track basis at this institution as and when required basis.

2. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation

along with Supply/ Purchase Order.

3. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

4. Make in india specific authorisation certificate needs to be enclosed.

5. Service & Support

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.

6. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address, NEIGRIHMS

Mawdiangdiang

East Khasi hills

Shillong

Meghalaya- 793018

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7. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

8. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at SHILLONG, MEGHALAYA.

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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.

9. Forms of EMD and PBG

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.

10. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at

SHILLONG, MEGHALAYA

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy

to the Buyer within 5 days of Bid End date / Bid Opening date.

11. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary

name

NEIGRIHMS EMD SECURITY DEPOSITS

Account No.

30270200000027

IFSC Code

BARB0MAWDIA

Bank Name

BANK OF BARODA

Branch address

MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

12. Generic

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.

13. Generic

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.

14. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 3 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 Annually after rendering of the CMC Service

es 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 all spares, labour (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).

15. **Certificates**

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.

16. **Generic**

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 %.

17. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

GEM remarks:

Scope of work & Document details A The following mandatory documents must be attached to the bid document as specified, failing which bid will be treated as " Non-Responsive"

1 Cost of spare parts, consumables and accessories which are not covered under warranty & CMC period has to be quoted as a percentage value (Additional Doc 1(Requested in ATC) In the financial document. List of consumables with price frozen for the life of the product, or else will be considered to be covered throughout the warranty & CMC period.

2 Documents with regard to the Details compliance statement to be attached At "**Additional Doc**

2(Requested in ATC)"

3Documents with regard to Original Literature, Product catalogue, and Technical datasheet from the firm/O.E.M with Highlighting as per the technical specification must be attached At "

Additional Doc 3(Requested in ATC)"

4 Documents with regard to the list of Offering/Quoted items mentioning the make, model & quantity of each item must be "**Additional Doc 4(Requested in ATC)" including product-specific certifications like CE/IEC/BIS/ISO or equivalent**

B Warranty and Maintenance

1 Warranty for 2 years followed by CMC for 3 years including Spares & service for the respected stores listed in this particular tender including third-party items and turnkey works.

2 Mandatory 2 PMs / Year with unlimited breakdown calls have to be attended by the Bidder /manufacturer throughout the warranty & CMC period at the site. i.e. NEIGRIHMS, SHILLONG.

3 Duly signed Mandatory PM reports with detailed checklists have to be submitted periodically, failing which payment cannot be processed and necessary action will be initiated as per the terms & conditions of the tender including forfeiture of PBG.

C Scope of work

1 The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work, failing which the bid will be treated as " Non-Responsive"

2 E-bidders have to adhere to the Government of India, Ministry of Finance ,PPD division Public procurement order OM F.No.6/18/2019-PPD dated 23rd July,2020 inserting Rule 144(Xi)in GFR 2017 ,No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3,or as amended from time to time, failing which the bids shall be treated as non-responsive. As per CVC guidelines in case any grievance in Independent External Monitor (IEM) details / contract are as under -

(i) Shri R. Govindarajan,

Flat F4, CAPELLA,

29/10, Arcot Road,

Saligramam, Chennai-600093

M.No. 9444908194 & 8985970019

E-mail : rgrvig@gmail.com

(ii) Shri Ganganna Satish,

108 Devikrupa,

Vinayaka layout 2nd Main,

Bhopasandra Near Sun Rise School,

Bangalore-560094

M.No. 9845256115

email- Satishifs@gmail.com

18. Warranty

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing

g 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 breakdown 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.

19. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

20. Generic

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.

21. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

22. Generic

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 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.

23. Generic

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.

24. Generic

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

25. Turnover

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, th

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.

26. **Warranty**

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 type of defect, non functioning, damage, etc (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)

27. **Past Project Experience**

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.

28. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in

Beneficiary name

NEIGRIHMS EMD SECURITY DEPOSITS

Account No.

30270200000027

IFSC Code

BARB0MAWDIA

Bank Name

BANK OF BARODA

Branch address

MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA.

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

29. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in

favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of

PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

30. Forms of EMD and PBG

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

NEIGRIHMS EMD SECURITY DEPOSITS

payable at

SHILLONG, MEGHALAYA . 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.

31. Scope of Supply

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)

32. Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum 5 years Shelf Life. On the date of supply, minimum 5 years usable shelf life should be available / balance.

33. Warranty

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.

34. **Generic**

The Buyer has an existing set up / inventory of similar products. The offered / s applied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under: All type of defect, not functioning, damage

35. **Generic**

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: All accessories, installation , loading , unloading, delivery, accessories related to installation etc.

36. **Generic**

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.

Scope of work & Document details	
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2	Documents with regard to the Details compliance statement to be attached At " Additional Doc
3	2(Requested in ATC) to Original Literature, Product catalogue, and Technical datasheet from the firm/O.E.M with Highlighting as per the technical specification must be attached At " Additional Doc 3(Requested in ATC) "
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B	Warranty and Maintenance
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3	Duly signed Mandatory PM reports with detailed checklists have to be submitted periodically, failing which payment cannot be processed and necessary action will be initiated as per the terms & conditions of the tender including forfeiture of PBG.
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1	The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work, failing which the bid will be treated as" Non-Responsive"
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5. 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. 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](#)