

**Bid Corrigendum** 

GEM/2025/B/6361147-C2

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. Buyer Added text based ATC clauses

#### North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences

(An Autonomous Institute, under Ministry of Health and Family Welfare, Government of India)

Director's Block, Mawdiangdiang, Shillong -793 018 (Meghalaya)

#### Reference:

- v File no:- STOPRO-OE/1/2025-Stores
- v STOPRO-OE/1/2025-Stores and STOPRO-NURS/1/2024-Stores- Considered in 71st Pc, 64PC , IJPC 3/24-25 and IJPC 1/25-26

#### IN ADDITION TO DESKTOP SEPARATE COST TO BE OFFERRED FOR THE PROPOSAL FOR BUY BACK OF OLD OBSOLETE, EXISTING UNSERVICEABLE STORES IN E-STORES AND PROCESSING OF UPDATE D SYSTEMS

Institute during the year 2007/2012 had procured furniture stores, IT stores including desktop and printers wi h two years warranty and 3 years of CMC, which are placed for disposal against, buy back of the required system.

ltem no		-	Condition and year o f purchase	Reserve Value for disposal per unit
C9/ 64 PC	Laser printer	10	2009, 2010, 2011	Rs 1500 per unit
C9/ 64 PC	Inkjet printer	100	2009, 2010, 2011	Rs 1500 per unit
C9/ 64 PC	DeskJet Printer	35	2009, 2010, 2011	Rs 1500 per unit
C9/ 64 PC	Dot Matrix Printer	5	2009, 2010, 2011	Rs 1500 per unit
C9/ 64 PC	Office jet printer	5	2009, 2010, 2011	Rs 1500 per unit

C9/ 64 PC	Computer UPS(600VA)		2006,2008,2009, 2010, 2011	Rs 500 per unit
C5/71 PC	Desktop computer	6	2010-11	Rs 2500 per unit

Procurement Committee — 64th and 71th - After detailed deliberations recommended for processing Ink tank & Laser printers (40 units), Desktop computers (6 units) as per MEITY specifications along with IJPC as under, after considering the declared reserve value with 15% depreciation on yearly basis, for existing old obsolete s ystems, as per the specifications approved in Ministry of Health & Family Welfare, Government of India, PMSS Y/ AIIMS/ Safdarjung/RML Hospital/ other Central Institutes on GeM, as per provision Rule 176 and Rule 217 of GFR 2017.

## \*\*\*All the mentioned quantity office equipment to be included in the bid pricing & detail item wis e breakup must be uploaded in financial document breakup

SI.No.	Departments Secti on	Nos. of Desktop with UPS	Specifications: as mentioned b elow
1	Electrical Section	6	On buy back basis.Sl1.High End & Offline UPS sl.4(ii)
2	MRD Section	18 ( As per schedule)	SI1.High End & Offline UPS sl.4(ii)
3	CON plus Buffer	50 ( 30 CON Lab,4- Nur Colleg e, MRD-2, AR-II-2, RMO-1 Buffe r-11)	SI1.High End & for 30 nos of deskt op computers online UPS sI.4(i) For 20 nos of desktop computers offline UPS sI.4(ii)
4	e-Library (CON)	23	Sl1.High End & for 23 nos of deskt op computers online UPS sl.4(i)
5	MHIS/MS	11	SI1.High End & Offline UPS sl.4(ii)
6	Ink Tank Printer	20 nos with additional ink B-60,C-40, M 40, Y 40 for 20 ink tank colour printers	On buy back basis SI 5 Ink tank mode
7	Laser Printer	20 with additional 60 toners f or 20 laser printers	On buy back basis SI 2 Laser mode
8	Scanner	3	SI 3 Scanner

#### 1. <u>Technical Specification:</u>

As per MEITY high end stores with ATC as enclosed

Specification as per W-43/4/2020-IPHW Ministry of Electronics and Information Technology Anne xure-I

**Model Technical Specifications** 

#### 1. Desktop PCs

Parameters	Model Specifications			
Processor		High-End		
		AMD Ryzen 7 5700G/ intel Core 17 12700 or Highe r		
RAM		16GB DDR4 latest, with support suitable slots to expand memory upto 64GB or Hig her		
Memory Size		Minimum 1 TB SSD (Nvme)		
Chipset	Compatible chips	ets as per processors make		
DVD	Optional	Optional		
Display size (Monitor)	19" WTFT or Higher			
Display Type	LED			
Keyboard	Wired I Wireless			
Mouse	Wired / Wireless	Wired / Wireless		
Cabinet	MT/SFF			
SMPS	180-250W	180-250W		
Speaker	1 Internal Speake	1 Internal Speaker		
Ports	Minimum 6 USB, VGA/HDMI/DP, LAN			
05	Windows latest version original licensed			
Certification	BIS, BEE, EPR, RoHS or any other relevant Indian Certificates			

АТС	all additi pecificat ii)The Co ooth 5.2 iii)Must s	onal specification for Highe ions omputer must include Conn or better supply with full HD Web Car omputer must be loaded wi	tor of Size as per spec or higher plus end Desk top Computer as per MEITY S ectivity: Wi-Fi 6, 802.11ax 2x2 & Blue m & Speakers th MS office latest version with perma
2	Printer (Mono) (Standalone)	Print Technology	aser
		Type of Printing	Mono
		Paper Size	4
		Print Speed (Mono)	20 PPM or higher
		Duplex Feature	No
		Network Connectivity	Optional
		USB Port	/es
		Duty Cycle	Minimum 2000 per Month
		Onsite OEM Warranty	Minimum 5 years
3	Scanner (for implementation of e-o ffice and where	Scanner Type	Sheet Fed (ADF) flatbed or Integrated both/ foldable with Adjustable height
	bulk printing is required)	Scanning Technology	CIS/CCD
		Document Size	A4/Leg a I
		Optical Resolution	600 and above
		Monochrome Scan Speed	50 PPM and above
		Colour Scan Speed	50 PPM and above
		Multi-Fed Detect on	i Yes
		Features	

		Daily Duty Cycle number	1500 and above
	Centralized UPS System (for 3 or more computers	Rating in KVA	1.0 KVA minimum or higher
4(i)	1 KVA for every 3 computers)	Technology	IGBT-PWM without inbuilt Isolation Transformer
		Input Power	Single phase 160V- 260V sine wave 50 Hz
		Output Power	Single phase 230 V+/1
4(ii)	Offline UPS	VAH:-Minimum 12 V *7AH Back Up:- minimum 10 to 1 5 mins	
5	All-in-One Ink Tank Color Printer	<ol> <li>2. dpi Print Head / Ink Nunozzles Ink Bottles (Black, Classing Stress, Classin</li></ol>	umber of Nozzles: Total 1 472 Cyan, Magenta, Yellow) , Letter, Legal, 10.16 x 15.24cm, 12 Envelopes (12.7x12.7cm), Business Card, Cust h, length 89 - 676mm) ount Print Head Alignment Manual S ng Method CIS (Contact Image Sens 500 x 1 200dpi Colour: 3.5ms/line (3 ed: A4 / Letter (216 x 297mm) ay: LCD (3.04cm segment mono) In ter Output Tray A4, LO Operating Environment*9 Tempe 0 - 90% RH a) Recommended Environment*10 T dity: 10 - 80% RH Storage Environment Temperature RH (no dew condensation) 50 / 60Hz Power Consumption Conn

\*\*5% variation in above mentioned Dimension of each product is acceptable

#### **Buyer Added Bid Specific Terms and Conditions:-**

A. Following mandatory documents must be attached in the bid document as specified, failing which bid will be treated as" Non-Responsive":

1. Cost of spares, consumables and accessories not covered under warranty and CMC period shall be offered as percentage value of the system/unit in the Technical Bid ATC1/2. However, warranty includes all the spares mentioned in the technical specification.

2. Documents with regard to details compliance statement to be attached at "Additional Doc 2 (Reques ed in ATC)"

3. Documents with regard to Original Literature, Product catalogue, technical datasheet from the firm/O.E. M with Highlighting as per the technical specification must attach At **"Additional Doc 3 (Requested in ATC )**"

4. Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each stor e must be **"Additional Doc 4(Requested in ATC)**"

5. Component wise pricing of all equipment/turnkey/electrical/accessories/HVAC etc , must be submitted in the "Financial Document" and not in technical Bid. Any detail price bid/Component wise pricing should not be attached in the technical bid ,failing which bid will be consider as "Techno Commercially Non Responsive "

-

#### B. Warranty and Maintenance:

-

1. Warranty for 2 years followed by CMC for 5 years including spares & service for all the items supplied 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/manufacture throughout the warranty & CMC period at site.i.e. NEIGRIHMS, SHILLONG

3. Duly signed Mandatory PM reports must be submitted periodically falling which necessary action will be initiated as per term& condition of the tender.

#### 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 bid will be treated as" Non-Responsive" Specification & Scope of Work ,failing wh ich bid will be treated as" Non-Responsive"

2. Prices of all accessories (reagents, consumables, controls closed/ open etc) need to be clearly indicated as % of the total price in the technical bid Technical Bid ATC1/2 and will be consider for evaluation as in BOQ or else bid will be treated as "non responsive". The CMC cost offered from 3<sup>rd</sup> to the 10<sup>th</sup> year to be indicated in the ATC and shall be quoted in percentage (inclusive of GST) and shall not exceed 5% of the system cost.

3. E-bidder must adhere to 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 s ubsequent Orders No 2 & 3 or as amended from time to time, failing which the bids shall be treated as non-r esponsive.

#### D. Buyer Added Bid Specific Terms and Conditions:-

#### 1. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be pr

ovided in Buyer's standard format only.

#### 2. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufa ctured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along v ith bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primar y product having highest value should meet this criterion.

#### 3. Generic

IT equipment shall be IPv6 ready from day one.

#### 4. Generic

Installation, Commissioning, Testing, Configuration, Training (As applicable as per scope of supply) is to be ca rried out by OEM / OEM Certified resource or OEM authorized Reseller.

#### 5. Generic

Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers *A* uthorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

#### 6. Generic

The successful bidder has to supply all essential accessories required for the successful installation and comn issioning 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 the items and accessories as per Te chnical Specification.

#### 7. Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be comp atible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to inclu de in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. T he details of items with which compatibility is required are as under: all the spares Including UPS, PC, battery Printer, Probes & upgradation of System Software & third party Software

#### 8. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goo ds ,Training of operators and providing Statutory Clearances required (if any)

#### 9. 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. Docu mentary 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 uploac ed 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 accourt

t for this criteria.

#### 10. 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 ye ar old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

#### 11. OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

12. Purchase Preference (Centre)

As per DPIIT notification at the time of e-tender , bidding or solicitation the bids shall be required to indicate  $\mathfrak{g}$  ercentage of local content and provide self-certification ( by Director/ Company Secretary) and also give deta ls of the location/s at which value addition is made". Since the bidder here is not the local supplier, the same was required to be obtained from the "Class-I local supplier /Class II local supplier"

Further the details of Calculations of local content areas under:

Question 1. How to calculate Local Content?

Answer: Para 2 of the PPP-MII Order, 2017 (as amended on 16.09.2020) defines local content as

Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Mathematically,

Local content = (Sale price - Value of imported content) \* 100/ Sale price

Where, "Sale price" means price excluding net domestic indirect taxes and "Value of imported content" means price of imported content inclusive of all customs duties

Question2. How to calculate Local Content in bids involving supply of multiple items from single bidder?

Answer: In case of bids requiring supply of multiple items (say "X1", "X2" and "X3") by a single bidder, the lo al content in the bid shall be

Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of impo

rted content in "X2") + (Sale price of "X3" - Value of imported content in "X3")) \* 100/ (Sale price of "X1" + S ale price of "X2" + Sale price of "X3")

#### 13. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consig nee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If servic e 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 h aving Functional Service Centre.

#### 14. Service & Support

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

#### 15. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

16. 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.

#### 17. Certificates

The bidder or the OEM of the offered products must have BIS/WHO-GMP/ CDSCO Indian certification or alternate certification as recognized by Government of India

#### 18. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 19. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test cert ificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid c ocument.

#### 20. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the da e of bid opening (to be uploaded with bid): All the quality & electrical safety certificates .

#### 21. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive M aintenance Service for next 7 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 Bian nually 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 inclu de cost of all the spares Including UPS, PC, battery, Printer, Probes & upgradation of System Software & third party Software (Upload the undertaking). The original Performance Security of contract will be returned only a fter submission

and verification of CMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

#### 22. Warranty

Warranty period of the supplied products shall be 2years (as indicated in the technical specification /GeM con dition) years from the date of final acceptance of goods or after completion of installation, commissioning & t esting 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 Installati on, 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.

#### 23. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provid e Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope all the spares Including UPS, PC, battery ,Printer ,Probes & upg radation of System Software & third party Software (Upload an undertaking with the bid confirming complianc e by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEN undertaking is to be uploaded along with Bidder undertaking)

#### 24. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engine ers 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.

#### 25. Warranty

mburse the cost of such service / rectification to the Buyer.

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days' time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can depoint the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-i

#### 26. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the ir voices have been executed.

- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

#### 27. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installatic n / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year a nd three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be ploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

#### 28. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of NEIGRIHMS EMD SECURITY D EPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Bidder has to upload scanned copy, proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & tim e / Bid Opening date & time.

29. 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 c the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sa nction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer af er 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 r within Bid End date & time / Bid Opening date & time.

30. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPOSITS pay able at MAWDIANGDIANG, SHILLONG-793018, 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 within Bid End date & time / Bid Opening date & time.

#### 31. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name N EIGRIHMS EMD SECURITY DEPOSITS Account No. 3027020000027 IFSC Code BARBOMAWDIA Bank Name BA NK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder to indicate bid nu mber and name of bidding 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 along with bid.

#### 32. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (bes des PBG which is allowed as per GeM GTC). DD should be made in favour of NEIGRIHMS EMD SECURITY DEPO SITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . After award of contract, Successful Bidd er 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.

#### 33. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PB G which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGRIHMS EMD SEC URITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn onl y 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 PB G and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 34. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / interne banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name N EIGRIHMS EMD SECURITY DEPOSITS Account No. 3027020000027 IFSC Code BARBOMAWDIA Bank Name BA NK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Successful Bidder to indi cate 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 a ward of contract.

#### ( E ) Additional Terms and conditions & Scope of Work for CMC:-

Tenderer/Vendors/contractor should note that the following terms and conditions will apply specifically in add tion to the Rules and the Regulation as applicable to such provide services in the Government of India.

1. Comprehensive Annual Maintenance Contract must include Labour, spares & Preventive Maintenance of all the excluding of battery, Accessories/Consumables

2. The terms and conditions of the tender and the agreement executed will be binding on the vendor/con ractor. This offer is being issued in accordance with the terms & conditions of NEIGRIHMS /Government of Ind a and in the manner specified herein shall operate to create a specific contract between the vendor/contractc r (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.

3. The required spares to be replace must be genuine and certified from the OEM.

4. Repairs to be undertaken should be within specified configuration and maintaining the integration on i nternal circuit of equipment, any deviation on configuration/ specification the repair will not be acceptable. Af ter repairs, a certificate to the effect that the equipment is in working order and safe for patient care and non hazardous for the handler shall be submitted by the CMC holder.

<sup>-</sup>

5. Tenderer/Vendors/contractor is responsible to provide electrical and patient safety certificate after ma or repair of equipment which are used for direct patient care.

6. The system must be checked & calibrated after every spare changes and detail service report must be submitted to the user & BME/ I T Cell.

7. 2 nos of Periodic preventive maintenance is mandatory irrespective of unlimited service /breakdown calls.

8. Same /Similar Standby system must be provided by the bidder if the system needs to send to worksho p for any major repair.

9. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authorized signator y should be submitted before finalization of the agreement.

10. The Performance security shall be denominated in any one of the forms namely Account Payee Demar d Draft or Fixed Deposit Receipt drawn from any nationalized bank in India or Bank Guarantee issued by a nationalized bank in India, pledge in favor of Deputy Director, NEIGRIHMS, and Shillong-793018 for an amount ec uivalent to 3% of the total cost

of annual CMC. The validity of the Fixed Deposit receipt or Bank Guarantee will be upto 2 months beyond CM C period.

11. It may also be noted that there should be no negligence in providing services of any type, if any, complaint is received the contract will be terminated with immediate effect.

12. There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with r enalty, to extend CMC period by double the downtime period. The vendor shall ensure optimum uptime of the system during CMC period, failing which the initiate shall initiate stern action, as deemed fit.

13. During Comprehensive Maintenance Contract period, the supplier shall visit at each consignee's site fc r preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, bu t at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

14. Processing of bill may be considered on yearly basis with satisfactory report from the user department The AMC/CMC bills should be certified by the concerned Head of the Department/ In- Charge, BME and the re spective DMS/MS.

15. Software updates should be provided free of cost during CMC. The first service call by the team of service engineers should be within 7 days of issue of this order.

16. Settlement of disputes – Director, NEIGRIHMS or his authorized representative shall be the final author ty in all disputes and decision will be binding on all concerned.

17. All other terms & conditions are as per award of contract mentioned in pre-page.

18. Bidders are required to sign the CMC contract agreement within 15 (fifteen) days from the issue of the letter of award/supply order, failing which EMD/security deposit may be forfeited or Contract declared null an d void.

19. The bidder must abide by all statutory requirements of the region (Meghalaya) and trading license issued from the KHADC should be produced within 90 days after award of contract.

20. <u>Pre bid:-</u> E-Procurement Cell , Ground Floor, Director block, NEIGRIHMS Shillong-793018 Tel:0364-2538 032/2539458 or through VC link

#### Additional Technical Specification

-

The specifications in Additional Terms and Conditions - Buyer Specific Clauses (ATC) shall supers ede the "GeM category specification". The technical evaluation will be as per these specification s only, and the bidders shall quote the equipment and submit the technical compliance according ly.

#### (F) Special Terms and Conditions-

1. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of C fice equipment ( with e-waste management) license held by them.

2. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items ar e procured from authentic/validated source with appropriate and applicable quality. The above terms and cor ditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede Genera Terms and Conditions (GTC), whenever there are any conflicting provisions.

3. Comprehensive warranty: Comprehensive warranty shall include preventive maintenance including calib ration as per technical/ service /operational manual of the manufacturer, service charges and spares. During he warranty period commencing from date of the successful completion of warranty period, Service personne shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. Warranty shall not be including the consumables. Further there will be 98% uptim e warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.

4. Service centres: Details of Service outlets in India to render services for equipment to be furnished to bu yer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shal be the responsibility of seller to ensure that authorized service centres are available to cater to the areas whe re supplies are made within reasonable distance from where the service calls can be handled. Details of toll-fi ee numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.

5. Source of supply: It shall be responsibility of seller to provide Documents regarding source of equipment s such as copy of Performa invoice or any other documents to establish that the products supplied are manuf actured by OEM indicated and sourced from them.

6. Spare Parts: Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficier t advance notice should be given to the 9 / 23 buyer/consignee before such discontinuation to provide adequ ate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and sl all give the most competitive price for spares and consumables of its machines/equipments supplied.

7. Installation, Training, Manuals: Seller shall be responsible to carry out Installation & commissioning, Sup ervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and ma ntaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manu als the same shall also be applicable.

8. Electrical safety checking: Sellers are required to make sure that they furnish the list of equipments for c arrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically cl eck the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance throu gh labs with facilities for such checking during every preventive maintenance call.

9. Software: All software updates should be provided free of cost during warranty period.

#### **Bid Requirement and additional compulsory conditions :**

1) Warranty for 2 years followed by CMC for 5 years including Spares & onsite services at NEIGRIHMS shillc ng

2) The bidder should have the local sales cum Service office in North East for 3 years and Factory Preloade d

Operating system from OEM

**3)** Separate declaration along with details of Qualified hardware Engineer with AICTE approved Diploma/ D egree

To be placed at NEIGRIHMS Shillong on daily basis 9 hrs to 17.30 hrs to be enclosed with the Technical bid, f ailing

which bid is liable to be rejected.

4) The price e-bid offered shall be inclusive of buy back value. Indicated in price schedule as percentage

of the total Cost of the system.

**5)** System should comply to MEITY specification for high end Desktop computers and other specification as indicated.

6) Technical Compliance/Datasheet of the offered products etc. must be furnished on OEM letter head .

OEM Motherboard with logo embossed (no stickers allowed).

7) Quoted model should be certified for RoHS/ UL with ISO or BIS certifications.

8) Offered printers specifications/parameters must have above specifications.

9) Successful Bidder should supply Additional Three (3) suitable OEM cartridge/toners with the Printer.

(excluding starter cartridge/toner which comes with the printer).

10) All the additional toners, total 120 in quantity should be delivered to Central stores, NEIGRIHMS Shillong.

# 11) Bidders must quote the price of the printer along with additional 60 toners for 20 laser print ers & additional ink sets i.e. B-60,C-40, M 40, Y 40 for 20 ink tank colour printers must . L-1 is fin alized based

on the total cost of 40printers and 120 additional toners. Each unit is considered as ONE Printer

+ Additional THREE Toners.

12) Periodically replaceable consumables of the offered product like Cartridges/Toners, Drum (Genuine OEM make,model)

should be available on GeM portal. Proof of availability on GeM Portal needs to be uploaded along with the Bi d.

13) The Successful Bidder should deliver, install the devices and provide demonstration to the staff of NEIGRI HMS

at all the locations mentioned in the document attached under Bid Specific Additional Scope of work at his ow n cost

Within the provided delivery time (60 days).

14) Acknowledgement of receipt from every consignee should be enclosed with the invoice for processing payment.

15 )Warranty for 2 years followed by CMC for 5 years including Spares & onsite services at NEIGRIHMS shilling . Declaration of Qualified hardware Engineer with the Technical bid failing which bid is liable to be rejected. Te chnical Compliance and Datasheet of the offered products etc must be furnished on OEM letter head. TC lowest bidder is finalized based on the total cost of 40printers and 120 additional toners. System should com

ply to MEITY specification for high end Desktop computers and other specification as indicated

- \_
- \_
- \_
- \_
- \_
- \_
- -
- -
- -
- -
- -
- \_
- \_
- -
- -
- -
- -
- -
- -
- -
- \_
- \_
- \_
- \_
- -
- -
- -
- -
- -
- -
- -
- -
- -
- -
- \_
- -

-
_
-
-
_
-
-
_
-
-
-
-
-
-
-
_
-
-
_
[CVC's Circular No. 06.06.2023; dated: 14.06.2023 /GFR 2017, Rule 175 ("Code of Integrity")]

**INTEGRITY PACT** (to be executed on a non-judicial Stamp Paper of Rs 100 and applicable for all tenders) Thi s **INTEGRITY PACT** is made and executed at \_\_\_\_\_\_ c n this\_\_\_\_\_\_ day of\_(Year).

#### BETWEEN

North Eastern Indira Gandhi Regional Institute of Health & Office equipment Sciences (NEIGRIHM S), having its permanent campus located at <u>Mawdiangdiang, Shillong -793018</u> (hereinafter referred to as "NEIGRIHMS" which terms or expression shall, unless excluded by or repugnant to the subject or context, me an and include its successor-in-office, administrators or permitted assignees) of the First Part;

AND

M/s\_\_\_\_\_(Name and Address of Individual/Firm/Company), through

\_\_\_\_\_\_, (insert name and designation of the Officer/Representative/Authorized S gnatory), having its office at\_\_\_\_\_\_\_(hereinafter referred to as "The Bidder /Co ntractor" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean a nd include its successor in-office, administrators or permitted assignees) of the Second Part;

WHEREAS NEIGRIHMS has floated the Tender, vide No:\_\_\_\_\_\_(hereinafter referred to as "Te nder /Bid") and intends to award, under laid down organizational procedures, for

\_\_\_\_\_ (Name of the Work /Goods /Services), vide No:\_\_\_\_\_\_ (GeM Bid n umber with date) hereinafter referred to as "The Contract".

AND WHEREAS NEIGRIHMS values full compliance with all relevant laws of the land, rules, regulations, econo mic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agree ment (herein referred to as "Integrity Pact" or "Pact"), the terms and conditions shall also be read as integral part and parcel of the Tender /Bid documents and Contract between the parties.

NOW THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as fo lows and this Pact witnesses as under;

1. Commitments of NEIGRIHMS:-

NEIGRIHMS undertakes that no official of NEIGRIHMS, connected directly or indirectly with the contract, wi I demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, rewa rd, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselv es or for any person, organisation or third party related to the contract in exchange for an advantage in the b dding process, bid evaluation, contracting or implementation process related to the contract.

NEIGRIHMS will, during the pre-contract stage, treat all BIDDER alike, and will provide to all BIDDER the sa me information and will not provide any such information to any particular BIDDER which could afford an adv antage to that particular BIDDER in comparison to other BIDDER /TENDERER.

All the officials of NEIGRIHMS will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.** In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to NEIGRI HMS with full and verifiable facts and the same is prima facie found to be correct by NEIGRIHMS, necessary di sciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NEIGRIHMS and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NEIGRIHMS the proceedings under the contract would not be s alled.

3. Commitments of BIDDER:-

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and ille gal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NEIGRIHMS, connected directly or indirectly with the bidding process, or to any person, organization or thir d party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and imp ementation of the Contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bri be, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fe es, brokerage or inducement to any official of NEIGRIHMS or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract wit h the Government for showing or forbearing to show favour or disfavour to any person in relation to the contr act or any other contract with the Government.

BIDDER shall disclose the name and address of agents and representatives and Indian BIDDER shall disclose their foreign principals or associates.

BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in con nection with this bid/contract.

The BIDDER further confirms and declares to NEIGRIHMS that the BIDDER is the original manufacturer / integr ator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NEIGRIHMS or ar y of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made, is committed to or intends to make to officials of NEIGRIHMS or the ir family members, agents, brokers or any other intermediaries in connection with the contract and the detail s of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal actiities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by NEIGRIHMS as part of the business relationship, regarding plans, technical proposals in dusiness details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supp orting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of NEIGRIHMS, or alternatively, if any relative of an officer of N IGRIHMS has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the ti me of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NEIGRIHMS.

4. Previous Transgression:-

The BIDDER declares that no previous transgression occurred in the last three years immediately before si gning of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisa ged hereunder or with any Public Sector Enterprise in India or any Government Department in India that coul d justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit):-

5.1 -While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_\_(as specified in the Bid /Tender document) as Earnest Money/Security Deposit, with NEIGRIHMS, as specified in the Bid /Tender d ocument.

The Earnest Money /Security Deposit shall be valid for a period of (as specified in the Bid /Tender document) or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and NEIGRIHMS, including warranty period, whichever is later.

In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond /Security in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for fc rfeiture of Performance Bond /Security in case of a decision by NEIGRIHMS to forfeit the same without assigni ng any reason for imposing sanction for violation of this Pact.

No interest shall be payable by NEIGRIHMS to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. Sanctions for Violations:-

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whet her with or without the knowledge of the BIDDER) shall entitle NEIGRIHMS to take all or any one of the followi ng actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compens ation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by NEIGRIHMS and NEIGRIHMS sha I not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by NEIGRIHMS, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from NEIGRIHMS in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDEF , in order to recover the payments, already made by NEIGRIHMS, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to NEIGRIHMS resulting from such cancellation/rescission and NEIGRIHMS shall be entitle d to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a min mum period of five years, which may be further extended at the discretion of NEIGRIHMS.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with

a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NEI GRIHMS with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by NEIGRIHMS to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

NEIGRIHMS will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Preventic n of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

The decision of NEIGRIHMS to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent  $\mathbb{N}$  onitor(s) appointed for the purposes of this Pact.

7. Fall Clause:-

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Govern ment of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied b y the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then the t very price, with due allowance for elapsed time, will be applicable to the present case and the difference in he cost would be refunded by the BIDDER to NEIGRIHMS, if the contract has already been concluded.

8. Independent Monitors:

There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by NEIGRIHMS for this Pact in consultation with the Central Vigilance Commission.

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project /procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Auth ority designated by NEIGRIHMS.

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentatio n of NEIGRIHMS including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his requ est and demonstration of a valid interest, unrestricted and unconditional access to his project documentation The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the infor mation and documents of the BIDDER/Subcontractor(s) with confidentiality.

NEIGRIHMS will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The

e parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of NEIGRIHMS, within 8 to 10 weeks from the date of reference or intimation to him by NEIGRIHMS /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation:-

In case of any allegation of violation of any provisions of this Pact or payment of commission, NEIGRIHMS or it s agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help f or the purpose of such examination.

10. Law and Place of Jurisdiction:-

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of NEIGRIHMS

11. Other Legal Actions:-

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in a coordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity:

The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both NEIGRIHMS and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain val d. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact as part of the contract at \_\_\_\_\_\_on \_\_\_\_\_

1. Signed, Sealed and Delivered by the \_\_\_\_\_\_

(For and on behalf of NEIGRIHMS) In the presence\_\_\_\_\_

2. Signed, Sealed and Delivered by the\_\_\_\_\_

(For the Bidder) In the presence of: \_\_\_\_\_\_

Independent External Monitor (IEM)

As per CVC circular no 09/09/2023The communication details of the IEMs are as follows:-

SI. N Name of Independent External Monito Add o. r (IEM)	dress and Contact details
---	---------------------------

1.	Shri. R. Govindarajan, IRS (Retd.)	Flat F4, Capella, 29/10, Arcot Road, Saligramam, C hennai -600093; Mobile No. 9444908194 /898597 0019; Email id: rgvig@gmail.com
2.	Shri. Ganganna Satish, IFoS (Retd.)	108, Devikripa, Vinayaka Layout, 2 <sup>nd</sup> main, Bhopa sandra, near Sunrise School, Bangalore -560094; Mobile No. 9845256115; Email id: satishifs@gmail. com

All other roles and functions of IEMs are as per the revised Standard Operating Procedure (SOP) issued by Cer tral Vigilance Committee vide Circular No04/06.23; dated: 14.06.2023

2. Buyer uploaded ATC document <u>Click here to view the file</u>.

### 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.
- Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attacher</u> <u>categories</u>, 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