Bid Number: GEM/2026/B/8124154
Dated: 01-11-2026

Bid Corrigendum

GEM/2026/B/8124154-C4

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)

Store & Procurement Section; Email: store.dept@neigrihms.gov.in;

Tele Fax: (0364) 2538032/2538013/2538003/2538010; www.neigrihms.gov.in

Reference: File No STOPRO-ANAT/1/2026-StoresSTOPRO-ANAT-1-2026-Stores (Computer No7337)

· Agenda No:11/EC-8 and 46th Finance Committee held on 4th August,2026, vide Agenda No: B-12/46 and approval on file as per estimates of users

· No F.4/1/2023-PPD(pt.) dated-17.2.2025,Government of India,Ministry of Finance, Department of Expenditure Procurement Policy Division- Relaxation under Rule 161 (iv) of General Financial Rules 2017 for issuance of Global Tender Enquiry (GTE) for procurement of Medical Devices -reg.Sl–

CORRIGENDUM: In order to ensure optimum quality of stores as per user requirement, the minimum number of installation as per conditions indicated shall be of the same or higher model covering all the specification parameters of the tender, indicated in the bid, as confirmed by User and external expert during pre bid conference. Additional document in respect of tendered specification are enclosed as Pdf of ATC.

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1. Description of Items: Virtual Dissection Tables with both specification finalised for Anatomay and UGMC finalised with external expert Prof & HOD- Anatomy Safdarjung Hospital & VMMC, New delhi, with approval of CA with two years warranty and thereafter eight years CMC, as recommended in the 82nd Procurement Committee vide Agenda no C-17/82 and approved in the 8th Executive Committee held on 4th August,2026 vide Agenda No:11/EC-8 and 46th Finance Committee held on 4th August,2026, vide Agenda No: B-12/46

2. Technical Specification:

a) “As per the buyer uploaded ATC document /Attached Specification”

b) The cost of consumables and accessories must be quoted with year-wise pricing in the financial document (in .pdf format) and shall remain fixed during t

he warranty and CMC period. These items will be processed on a consig nmen t basis as per the requirement of the user department. Failure to com ply with this condition will render the bid technically non-compliant.

c) Startup Kit and Documentation Requirement:
The startup kit required for demonstration, test run, and final commissioning s hall be provided along with the system. The OEM shall also provide Installatio n Qualification (IQ), Operational Qualification (OQ), and Performance Qualifica tion (PQ) documents as and when required by the user department throughout the warranty and CMC periods.

D)The price must be inciuded with all updatation of software and licenses for t he Virtual dissection Tables .Permanent Institutional Licenses must be Provide d along with the system .

Buyer Added Bid Specific Terms and Conditions: -

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A. Following mandatory documents must be attached in the bid document a s specified, failing which bid will be treated as" Non-Responsive":
   1. Cost of spares, consumables and accessories not covered under wa rranty and CMC period shall be offered as percentage value of the sy stem/unit in the Technical Bid ATC1/2. However, warranty includes al l the spares including probes mentioned in the technical specification .
   2. Documents with regard to details compliance statement to be attac hed at "Additional Doc 2 (Requested in ATC)"
   3. Documents with regard to Original Literature, Product catalogue, te chnical datasheet from the firm/O.E.M with Highlighting as per the te chnical 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 store must be "Additional Doc 4(Req uested in ATC)"
   5. Component wise pricing of all equipment/turnkey/electrical/accessor ies/HVAC etc , must be submitted in the “Financial Document” and n ot in technical Bid. Any detail price bid/Component wise pricing shoul d not be attached in the technical bid ,failing which bid will be consid er as “Techno Commercially Non Responsive “
   6. Turnkey scope includes vinyl flooring, wall partitions and alterations as per drawings /as finalised by user , and metal ceiling installation & electrical wiring,lighting & other fittings as required for installation of the equipment's across the entire area specified .

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B. Warranty and Maintenance:

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   1. Warranty for 2 years followed by CMC for 8 years including spares & service for all the items supplied in this particular tender including thi rd-party items and turnkey works.

2. Mandatory 2 PMs / Year with unlimited breakdown calls have to be a ttended by theBidder/manufacturer throughout the warranty & CMC period at site.i.e. NEIGRIHMS, SHILLONG
3. Duly signed Mandatory PM reports must be submitted periodically fa lling which necessary action will be initiated as per term& condition o f the tender.

C. Scope of work

1. The bidder has to mandatorily quote for all the items /stores mentioned in the Technic al Specification & Scope of Work ,failing which bid will be treated as" Non-Responsive" Specification & Scope of Work ,failing which 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 wi ll be consider for evaluation as in BOQ or else bid will be treated as "non responsive". The CMC cost offered from 3rd to the 10th 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 subsequent Orders No 2 & 3 or as amended fro m time to time , failing which the bids shall be treated as non-responsive.

D. Buyer Added Bid Specific Terms and Conditions:-

1. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, it shall b e provided in Buyer’s standard format only.

2. 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 Organizati on / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contract s 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.

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 carried out by OEM / OEM Certified resource or OEM authorized Reseller.

5. Generic

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

6. Generic

The successful bidder has to supply all essential accessories required for the successful installation a nd commissioning of the goods supplied. Besides standard accessories as per normal industry practic e, following accessories must be part of supply and cost should be included in bid price: All the items and accessories as per Technical Specification.

7. Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or s hall 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 the spares Including UPS, PC, battery, Printer, Probes as per bid document; upgradation of System Softw are as per bid document; third party Software

8. Scope of Supply & Payment:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissionin g of Goods ,Training of operators and providing Statutory Clearances required (if any). 90% against d elivery certified by users as per specifications and balance 10 % against final Installation commission ing and training at site.

9. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the la st 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 t he relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of t he bidder is less than 3 year old, the average turnover in respect of the completed financial years aft er the date of constitution shall be taken into account for this criteria.

10. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered pr oduct during the last three years, ending on 31st March of the previous financial year, should be as i ndicated 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 tu rnover 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, the average turnover in respect of the completed fin ancial years after the date of constitution shall be taken into account for this criteria. In case of bunc h bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet thi s 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 s hould 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 i ndicate percentage of local content and provide self-certification (by Director/ Company Secretary) a nd also give details of the location/s at which value addition is made offerred. Since the bidder here i s not the local supplier, the same was required to be obtained from the offerred; Class-I local supplie r /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 N odal 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 d uties) 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 local content in the bid shall be

Local content = ((Sale price of “X1” - Value of imported content in “X1”) + (Sale price of “X2” - Value of imported content in “X2”) + (Sale price of “X3” - Value of imported content in “X3”)) * 100/ (Sale price of “X1” + Sale price of “X2” + Sale price of “X3”)

MII- Declaration-To be printed on company’s letter head.

LOCAL CONTENT DECLARATION FORM (if applicable) No_____ Date:_____

To,

The Director,

North Eastern Indira Gnadhi regional Institute of Health & medical Science, Shillong-793018, Meghalaya

Subject : Declaration regarding local content Reference : i. DPIIT notification no. F-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19.07.2024 and any amendment thereon. ii. DPIIT(PPE), Ministry of Commerce, GoI, notification no. P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 , 4 March 2021 (and any amendment thereof) iii. Tender no._____ iv. Our quotation no_____ _____dated_____

Dear Sir,

With reference to the above notifications of DPIIT, Ministry of Commerce & Industry, Govt of India, we hereby declare we have seen and understood the provisions of referred notifications and accordingly, the following is declared

1. We are the manufacturer/ we have done value addition in the quoted item w.r.t. (choose either one) for the items mentioned in above referred quote

2. We have authorized Mr./Ms _____(name)_____designation_____ _____ of our company for giving declaration regarding local content w.r.t.the referred DPIIT notification(s) and any amendment thereon. Our company owns the responsibility for the signature of above official regarding local content being declared herewith. Now onward above-mentioned signatory will correspond with your department regarding local content. We understand that the local content is not claimed by us on the basis of profit, warehousing, marketing, logistics, freight, transportation, insurance, installation, commissioning, training, after sales services, AMC/CAMC, Locally sourced imported items (including tax, license/royalties paid/technical expertise cost etc sourced from outside india, for reselling the repackaged/refurbished/rebranded imported products etc. as local value addition.

3. The local content in our referred item's quote is _____% as per above notification of DPIIT.

4. We are Class (I or II) (bidder to choose either one) supplier as per DPIIT Notifications.

5. Local content value addition is at place _____

6. We understand that false declaration of local content % age w.r.t. above DPIIT order will be in brea ch of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules (GFR) 2017 for which the bidder or its successors can be debarred for upto two years as per Rule 151(iii) of GFR along with such other action as may be permissible under law.

Thanking you.

Yours faithfully

Name

:_____ Signature_____

Company seal_____

Date:

Place:

13. Service as per bid document; Support Availability of Service Centres: Bidder/OEM must have a Fu nctional Service Centre in the State of each Consigneess Location in case of carry-in warranty. (Not a pplicable 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 Servi ce Centre.

14. Service as per bid document; Support Dedicated /toll Free Telephone No. for Service Support : BI DDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

15. Service as per bid document; Support

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

16. Certificates

Bidders offer is liable to be rejected if they do not upload any of the certificates / documents sought i n 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 o r 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 Buye r’s Lab as per bid document; 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 certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

20. Buyer Added Bid Specific ATC Buyer Added text based ATC clauses

20.1. Bidder/OEM must have successfully supplied, installed & commissioned same/ similar make & model to any government or government funded organization in India. Bidder to submit purchase or der of the same with all fields visible in Purchase Order.

20.2. Customer list of same/similar model as quoted to NEIGRIHMS, Shillong must be provided by bid der.

20.3. Pre-bid meeting details may be seen in the tender document attached in buyer added bid speci fic ATC.

20.4. The bidder must submit the tender only after publication of outcome of pre-bid meeting.

21. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Compreh ensive Maintenance Service for next 8 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 Successf ul Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made biannually after rendering of the CMC Services of the relevant CMC peri od. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contra ct when called upon by the buyer. CMC would include cost of all the spares Including UPS, PC, battery , Printer, Probes as per bid document; upgradation of System Software as per bid document; third pa rty Software (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of CMC Performance Security for 3% of total CMC value valid u p to CMC period plus 2 months (if there is no other claim).

22. Warranty

Warranty period of the supplied products shall be 2 years (or as indicated in the technical specificatio n /GeM condition) years from the date of final acceptance of goods or after completion of installation, commissioning as per bid document; testing of goods (if included in the scope of supply), at consigne e location. Successful Bidder must submit OEM Warranty certificates 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. S eller should have well established Installation, Commissioning, Training, Troubleshooting and Mainte nance Service group in INDIA for attending the after sales service. Details of Service Centres near co nsignee 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 provide Comprehensive Warranty during the entire Standard warranty period as per contract. : Th e comprehensive warranty shall be covering the following scope all the spares Including UPS, PC, bat tery ,Printer ,Probes as per bid document; upgradation of System Software as per bid document; thir d party Software (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)

24. 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 a nd 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

Timely Servicing / rectification of defects during warranty period: After having been notified of the de fects / service requirement during warranty period, Seller has to complete the required Service / Rec tification within 3 days' time limit. If the Seller fails to complete service / rectification with defined ti me limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of d elay from the seller. Seller can deposit 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 ca nnot exceed more than 10% of the total contract value after which the Buyer shall have the right to g et the service / rectification done from alternate sources at the risk and cost of the Seller besides forf eiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

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 invoices 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 i nstallation / commissioning of same or similar Category Products during preceding 3 financial years (i .e. current year and 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 sh ould be uploaded with bid. In case of bunch bids, the Category related to primary product having hig hest 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 SEC URITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG- 793018, MEGHALAYA . Bidder has to uplo ad scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date as per bid document; time / Bid Opening date as per bid document; 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 of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the de mand 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 stampe d 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 B uyer within Bid End date as per bid document; time / Bid Opening date as per bid document; time.

30. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPO SITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder has to upload scanned c opy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within within Bid End date as per bid document; time / Bid Opening date as per bid document; time.

31. 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 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 a lso (besides PBG which is allowed as per GeM GTC). DD should be made in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure del ivery 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 (bes ides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIG RIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the depo sit 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 b ack of the FDR duly signed and stamped along with the FDR document in place of PBG and has to ens ure 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 / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Be neficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB 0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG- 793018, MEG HALAYA. 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 Pa yment Transfer in place of PBG within 15 days of award of contract.

(E) Additional Terms and conditions as per bid document; Scope of Work for CMC:-

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

1. Comprehensive Annual Maintenance Contract must include Labour, spares as per bid document; Pr eventive 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/ contractor. This offer is being issued in accordance with the terms as per bid document; conditions of NEIGRIHMS /Government of India and in the manner specified herein shall operate to create a specifi c contract between the vendor/contractor (with whom the contract referred to) on one part and NEIG RIHMS, Shillong, on the other part.

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

4. Repairs to be undertaken should be within specified configuration and maintaining the integration on internal circuit of equipment, any deviation on configuration/ specification the repair will not be ac ceptable. After repairs, a certificate to the effect that the equipment is in working order and safe for p atient care and non-hazardous for the handler shall be submitted by the CMC holder.

5. Tenderer/Vendors/contractor is responsible to provide electrical and patient safety certificate after

major repair of equipment which are used for direct patient care.

6. The system must be checked as per bid document; calibrated after every spare changes and

detail service report must be submitted to the user as per bid document; BME.

7. Two numbers of Periodic preventive maintenance is mandatory irrespective of unlimited service /b reakdown calls.

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

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

10. The Performance security shall be denominated in any one of the forms namely Account Payee D emand Draft or Fixed Deposit Receipt drawn from any nationalized bank in India or Bank Guarantee i ssued by a nationalized bank in India, pledge in favor of Deputy Director, NEIGRIHMS, and Shillong- 7 93018 for an amount equivalent to 3% of the total cost of annual CMC. The validity of the Fixed Depo sit receipt or Bank Guarantee will be upto 2 months beyond CMC 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 penalty, to extend CMC period by double the downtime period. The vendor shall ensure optimu m uptime of the system during CMC period, failing which the initiate shall initiate stern action, as de emed fit.

13. During Comprehensive Maintenance Contract period, the supplier shall visit at each consignee’s site for preventive maintenance including testing and calibration as per the manufacturer’s service/ t echnical/ operational manual. The supplier shall visit each consignee site as recommended in the ma nufacturer’s manual, but at least once in 6 months commencing from the date of the successful com pletion 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 depart ment. The AMC/CMC bills should be certified by the concerned Head of the Department/ In- Charge, B ME and the respective DMS/MS.

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

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

17. All other terms as per bid document; conditions are as per award of contract mentioned in pre-pa ge.

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 d eclared null and void.

19. The bidder must abide by all statutory requirements of the region (Meghalaya) and trading licens e issued from the KHADC should be produced within 30 days after award of contract.

20. Pre bid:- E-Procurement Cell , Ground Floor, Director block, NEIGRIHMS Shillong-793018 Tel:0364-

2538032/2539458 or through VC link on the seventh day from floating of bid at 1600 hrs in the E- Pro curement cell, NEIGRIHMS, shillong-793018

Additional Technical Specification

The specifications in Additional Terms and Conditions – Buyer Specific Clauses (ATC) shall supersede the “GeM category specification”. The technical evaluation will be as per these specifications only, a nd the bidders shall quote the equipment and submit the technical compliance accordingly.

(F) Special Terms and Conditions-

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) m ade there under as amended till date will be applicable, as per prvosions of the act/ rules. This will in clude all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of He alth as per bid document; Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Minist ry of Chemicals as per bid document; Fertilizers time to time in this regard.

2. The sellers are registered on GeM based on self-declaration of valid Medical Device License, produ ct certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.

3. In case of authorized resellers/distributors, it will be the legal as per bid document; regulatory liabil ity 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 manufacturers products, including verifying the validity and authenticity of Medical Device license held by them. The price offered by t he seller/bidder shall not, in any case exceed the CDSCO/DPCO/NPPA controlled price or price fixed b y State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.

4. Any other Terms and Conditions, which is not included or at variance with the conditions specified i n STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to e nsure items are procured from authentic /validated source with appropriate and applicable quality. T he above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific S TC, which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting p rovisions.

5. Comprehensive warranty: Comprehensive warranty shall include preventive maintenance includin g calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturers tech nical/ service

/operational manual, at least once in six months. warranty shall not be including the consumables. F urther, there will be 98% uptime 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.

6. Service centres: Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e-mails etc at time of making the s upplies. It shall be the responsibility of seller to ensure that authorized service centres are available t o cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service req uests also to be provided buyer/consignee at the time of supplies.

7. Source of supply: It shall be responsibility of seller to provide Documents regarding source of equip ments such as copy of Performa invoice or any other documents to establish that OEM indicated and sourced from them manufactures the products supplied.

8. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transhipment (if any), rough han dling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport

and handling facilities at all points during transit up to final destination, Quality of packing, the mann er of marking within as per bid document; outside the packages and provision of accompanying docu mentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three side s with indelible paint of proper quality: indicating contract number and date, brief description of good s including quantity, Packing list reference number, country of origin of goods and any other relevant details.

9. 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 sufficient advance notice should be given to the buyer/consignee before such discont inuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their s ervice centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables an d 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 shall give the most competitive price for spares an d consumables of its machines/equipments supplied.

10. Installation, Training, Manuals: Seller shall be responsible to carry out Installation as per bid docu ment; commissioning, Supervision 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 Consig nees representatives for operating and maintaining the equipment and supplying required number of operation as per bid document; maintenance manual for the goods. In case the category parameters specify any requirements regarding the installations, training and manuals the same shall also be ap plicable.

11. Electrical safety checking:

Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electri cal safety aspects as per BIS Safety Standards or equivalent.In case they do not have required equip ment for such testing should ensure that the equipment checked for electrical safety compliance thr ough labs with facilities for such checking during every preventive maintenance call.

12. Software: All software updates should be provided free of cost during the warranty

period.

13. Triparted Agreement in-between NEIGRIHMS, Bidder (If OEM authorised bidder) and OEM should be submitted in the judicial stamp paper within 21 days of the award with regard to provision of servi ces through the warranty as per bid document; CMC period.

14. The bidder must comply with all necessary statutory and regulatory licenses, including labour lice nses, trade licenses, and any other approvals required by the local authorities in accordance with ap plicable laws.

[CVC’s Circular No. 06.06.2023; dated: 14.06.2023 /GFR 2017, Rule 175 (offerred;Code of Integrity offerred;)]

INTEGRITY PACT (to be executed on a non-judicial Stamp Paper of Rs 100 and applicable for all tende rs) This INTEGRITY PACT is made and executed at on this day of (Year).

BETWEEN

North Eastern Indira Gandhi Regional Institute of Health as per bid document; Medical Sciences (NEI GRIHMS), having its permanent campus located at Mawdiangdiang, Shillong - 793018 (hereinafter ref erred to as “NEIGRIHMS” which terms or expression shall, unless

excluded by or repugnant to the subject or context, mean 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 Signatory), having its office at (hereinafter referred to as “The Bidder

/Contractor” which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and 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 “Tender /Bid”) and intends to award, under laid down organizational procedures, for - (Name of the Work /Goods /Services), vide No:

(GeM Bid number with date) hereinafter referred to as “The Contract”.

AND WHEREAS NEIGRIHMS values full compliance with all relevant laws of the land, rules, regulations, economic 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 Agreement (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 follows and this Pact witnesses as under;

1. Commitments of NEIGRIHMS:-

NEIGRIHMS undertakes that no official of NEIGRIHMS, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person,

organisation or third party related to the contract in exchange for an advantage in the bidding 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 same information and will not provide any such information to any particular BIDDER which could afford an advantage 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 NEIGRIHMS with full and verifiable facts and the same is prima facie found to be correct by NEIGRIHMS, necessary disciplinary 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 stalled.

3. Commitments of BIDDER:-

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal 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 third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, 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 with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract 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 connection with this bid/contract.

The BIDDER further confirms and declares to NEIGRIHMS that the BIDDER is the original manufacturer / integrator/ 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 any 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 their family members, agents, brokers or any other intermediaries in connection with the contract and the details 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 activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to oth

ers, any information provided by NEIGRIHMS as part of the business relationship, regarding plans, tec hnical proposals and business 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 with out supporting it with full and verifiable facts.

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

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either di rectly or indirectly, is a relative of any of the officers of NEIGRIHMS, or alternatively, if any relative of an officer of NEIGRIHMS has financial interest/stake in the BIDDERs firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The terms relative/s 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 trans actions, 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 bef ore signing of this Integrity Pact, with any other company in any country in respect of any corrupt pr actices envisaged hereunder or with any Public Sector Enterprise in India or any Government Depart ment in India that could justify BIDDERs exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified fr om 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 /T ender document) as Earnest Money/Security Deposit, with NEIGRIHMS, as specified in the Bid /Tende r document. The Earnest Money /Security Deposit shall be valid for a period of (as specified in the Bi d /Tender document) or the complete conclusion of the contractual obligations to the complete satisf action 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 Perfo rmance Bond /Security in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond /Security in case of a decision by NEIGRIHMS to forfeit t he same without assigning 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 th e 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 beh alf (whether with or without the knowledge of the BIDDER) shall entitle NEIGRIHMS to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any c ompensation 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 shall not be required to assign any reason therefore.

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

(iv) To recover all sums already paid by NEIGRIHMS, and in case of an Indian BIDDER with interest th ereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a B IDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outs tanding 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 inter est.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, 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 compens ation for any loss or damage to NEIGRIHMS resulting from such cancellation/rescission and NEIGRIHM S shall be entitled 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 f or a minimum 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 bro ker 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 NEIGRIHMS 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 Pac t 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 Pe nal Code, 1860, or Prevention 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 be en committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(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 subsyste ms at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub s ystem was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to t he present case and the difference in the 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 f or this Pact in consultation with the Central Vigilance Commission. The task of the Monitors shall be t o review independently and objectively, whether and to what extent the parties comply with the oblig ations under this Pact.

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

Both the parties accept that the Monitors have the right to access all the documents relating to the p roject/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 Authority designated by NEIGRIHMS.

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project docu

mentation of NEIGRIHMS including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request 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 information 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 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 its 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 for 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 , Shillong

11. Other Legal Actions:-

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance 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 valid. 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 09/09/2023-The communication details of the IEMs are as

follows:-

Sl.

No

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Name of Independent External

Monitor (IEM)

Address and Contact details

1. Shri Anil Kumar Pratham IPS (Retd.)

D 225, Sector 47,
Noida, Uttar Pradesh – 201301
M. No.: 9978405257 Email id:apratham@gmail.com

2. Shri. Ganganna Satish, IFoS

(Retd.)

108, Devikripa, Vinayaka Layout, 2 nd main,

Bhopasandra, near Sunrise School, Bangalore -

560094; Mobile No. 9845256115; Email id:

satishifs@gmail.com

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

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

All other roles and functions of IEMs are as per the revised standard Operating Procedure

(SOP) issued by Central Vigilance Committee vide Circular No04/06.23; dated: 14.06.2023

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2. Buyer uploaded ATC document Click here to view the file.

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted

within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.

5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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