

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	04-07-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	04-07-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	150 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Health And Family Welfare
विभाग का नाम / Department Name	Department Of Health And Family Welfare
संगठन का नाम / Organisation Name	North Eastern Indira Gandhi Regional Institute Of Health And Medical Sciences (neigrihms)
कार्यालय का नाम / Office Name	Neigrihms, Shillong
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	mark.khonglah@nic.in
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Smart Seminar Room
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Smart Seminar Room
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Room Thermometer, Electronic Lectern System, Modular Cold Rooms, Miniature Blow Room, Convection Heaters - Room Heater, Blower, Laboratory Cold Room, SMART CLASS EQUIPMENT WITH DIGITAL CONTENTS SOFTWARE, Smart Rack (V2), Smart cane (V2), Vault (Strong Room) Door as per IS 11188
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> SMART CLASS EQUIPMENT WITH DIGITAL CONTENTS SOFTWARE
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	22 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Partial Turn over value - 22 (in lakhs)

बिड विवरण/Bid Details	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting documents *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में है/ Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
विगत प्रदर्शन / Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes
बिड का प्रकार/ Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	Bank Of Baroda
ईएमडी राशि/EMD Amount	152000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Bank Of Baroda
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

NEIGRIHMS EMD SECURITY DEPOSITS

Neigrihms, Shillong, Department of Health and Family Welfare, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS), Ministry of Health and Family Welfare
(Neigrihms Emd Security Deposits)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. 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 above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
4. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
5. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
6. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
11-06-2026 11:00:00	Director Conference hall, NEIGRIHMS. Video conferencing link also will be available. Contact 0364 2538032

Smart Seminar Room (1 set)

(Minimum 20% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज /Buyer Specification Document	Download
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व्यापक रखरखाव / Comprehensive Maintenance	
Comprehensive Maintenance (Minimum Percentage)	3 %
Comprehensive Maintenance (Maximum Percentage)	25 %
Warranty of required product	3 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	MANAB JYOTI BORKAKOTY	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	1	60

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Authorised Service Centre within the state of Odisha, along with a dedicated contact person with telephone number for technical solution in a fast track basis at this institution as and when required basis.
2. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
3. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
4. Make in india specific authorisation certificate needs to be enclosed.
5. **Buyer Added Bid Specific ATC**

Scope of work & Document details: for Buy back Cases	
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
2	Documents with regard to Details compliance statement to be attached At " Additional Doc 2 (Requested 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 items must be " Additional Doc 4(Requested in ATC) "
B	Warranty and Maintenance
1	Warranty for 3 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 has to be attended by the Bidder/ manufacturer throughout the warranty & CMC period at site. i.e. NEIGRIHMS, SHILLONG.
3	Duly signed Mandatory PM reports has to be submitted periodically, failing which necessary action will be initiated as per term & condition of the tender.
3	E-bidder have to 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 from time to time , failing which the bids shall be treated as non-responsive.
4	. ***** As directed Bidders are required to submit a valid Khasi Hills Autonomous District Council (KHADC) Trading Licence along with their bid. In case the licence is not available at the time of submission, bidders must furnish proof of having applied for the same. The valid KHADC Trading Licence shall, however, be mandatorily submitted within 60 days from the date of award of the contract.

Minimum Reserve Value for buy back of the old system

Sl. No.	Description of Stores Make	Qty.	Minimum Reserve Declared Value for the total quantity mentioned
1.	Multimedia Projector	21	33915.00
2	Interactive board	15	27630.00
3	Visual Presenter	15	37965.00
4	Interactive panel	15	24225.00
<p>Note:</p> <ul style="list-style-type: none"> - The price offered in the e-price bid /BOQ shall be considered as <u>inclusive of the buy back value.</u> - The buy back value of the system /assets should <u>also be indicated in the ATC-1 & financial Document as percentage of the offered FOB /Basic Cost</u> of the system /assets in order to arrive at Book /Reserve value for the record of the Institute. - The buy back value should essentially cover the Minimum Reserve Declared Value. -The Institute reserve the <u>right to trade or not to trade</u> the old existing machines offered while purchasing a new one. 			

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B.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 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 Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

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, Manufacturer's Authorization 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 commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: All 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 shall have to include the supply of 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, Interactive Panel 75" usual Presenter with Cabinet, Micro PC, Webcam 4K & 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 Goods, 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. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. IT return will not be calculated as Turnover certificate.

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 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion. IT return will not be calculated as Turnover certificate.

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 percentage of local content and provide self-certification (by Director/ Company Secretary) and to give details 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 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")

13. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

14. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone 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 ternate 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 certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

20. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date 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,(i.e. 3 years) it will provide Comprehensive Maintenance Service for next 5 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 Biannually 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 include cost of all the spares Including UPS, Interactive Panel 75", Visual Presenter with Cabinet, Micro PC , Webcam 4K & upgradation of System Software & third party Software (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC 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 3 years from the date of final acceptance of goods after completion of installation, commissioning & testing of goods (if included in the scope of supply), consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of livery 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 Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

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. : The comprehensive warranty shall be covering the following scope all the spares Including UPS, PC, battery inter ,Probes & upgradation of System Software & third 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 and 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 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 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 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 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 will 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 installation / 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 should be uploaded 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 DEPOSITS 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 & time / 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 of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand of the Buyer with the sanction of the pledger. For release of EMD, the FDR will be released in the favour of the Buyer by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 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 payable 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 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 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 (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 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 PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledger. For release of Security Deposit the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

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 Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAVA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfered to the place of PBG within 15 days of award of contract.

(C) 35. Additional Terms and conditions & 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 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/contractor. This offer is being issued in accordance with the terms & conditions of NEIGRIHMS /Government of India and in the manner specified herein shall operate to create a specific contract between the vendor/contractor (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 integrity on internal circuit of equipment, any deviation on configuration/ specification the repair will not be acceptable. After 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.**
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 & calibrated after every spare changes and detail service report must be submitted to the user & I/C Ancillary Store.
 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 workshop for any major repair.
 9. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authorized signatory should be submitted before finalization of the agreement.
 10. The Performance security shall be denominated in any one of the forms namely Account Payee Demand 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 or an amount equivalent 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 CMC period.
- 11. It may also be noted that there should be no negligence in providing services of anytype, if in 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 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 for 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, but 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, In-charge IT cell and the respective DMS/MS.
 15. Software updates should be provided free of cost during CMC. The first service call by the team of

- ervice engineers should be within 2 days of issue of this order.
16. Settlement of disputes – Director, NEIGRIHMS or his authorized representative shall be the final authority 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 and void.

Prebid:-E-Procurement Cell , Ground Floor, Director block, NEIGRIHMS Shillong-793018 Tel:0364-2538032/2539458 or through VC link

Buyback quantity and Reserve price

Sl. No.	Particulars	Quantity	Reserve price	Offer price
1	Multimedia Project or	21	33915.00	
2	Interactive board	15	27630.00	
3	Visual Presenter	15	37965.00	
4	Interactive panel	15	24225.00	

[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)

This **INTEGRITY PACT** is made and executed at on this day of (Year).

BETWEEN

North Eastern Indira Gandhi Regional Institute of Health & Office equipment Sciences (NEIGRIHMS) having its permanent campus located at **Mawdiangdiang, Shillong -793018** (hereinafter referred 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 integ

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 officer 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 where 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, 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 process 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 others, any information provided by NEIGRIHMS as part of the business relationship, regarding plans, technical 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 without 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 mentioned

ove.

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 NEIGRIHMS has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time 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 signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify the 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 document.

The Earnest Money /Security Deposit shall be valid for a period of (as specified in the Bid /Tender document) till 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 Sanctions for Violation shall be applicable for forfeiture of Performance Bond /Security in case of a decision by NEIGRIHMS to forfeit the 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 the period of its validity.

6. Sanctions for Violations:-

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (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 compensation 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 BIDDER.

(iv) To recover all sums already paid by NEIGRIHMS, and in case of an Indian BIDDER with interest thereon at 10% 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 utilized to recover the aforesaid sum and interest.

(v) To encase 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 compensation for any loss or damage to NEIGRIHMS resulting from such cancellation/rescission and NEIGRIHMS 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 for 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 broker with 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 a reason for imposing sanction for violation of this Pact. NEIGRIHMS will be entitled to take all or any of the acts mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by him 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

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 been 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 subsystems 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 system 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 the 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 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 Authority designated by NEIGRIHMS. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation 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

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 up to 5 years or the completion 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:-

Name of Independent External Monitor (IEM) & Address and Contact details

1. Shri. R. Govindarajan, IRS (Retd.) Flat F4, Capella, 29/10, Arcot Road, Saligrama Chennai -600093; Mobile No. 9444908194 /8985970019; Email id: rgvig@gmail.com

2. Shri. Ganganna Satish, IFoS (Retd.) 108, Devikripa, Vinayaka Layout, 2nd main, hopasandra, 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 Central Vigilance Committee vide Circular No04/06.23; date 14.06.2023.

<u>SL No</u>	<u>Bid Additional Terms & Conditions</u>
1	Bidder should have Bid Specific Authorization from the OEM of all quoted Products and scanned copy shall be submitted along with the Technical Bid. Non-compliance shall result in rejection of tender.
2	The bidder should have successfully implemented at least 2 project for Central/State Government/PSU/ University that involve smart classroom solution supply, installation & integration in the last 3 years

3	Annual Turnover of OEM: OEM of quoted product should have minimum average annual turnover of Rs 4 Crore in preceding Three financial years i.e. FY 2022-23, FY 2023-24 and FY 2024-25 . The copies of Audited Annual Accounts and CA Certificate (with UDIN) for last said 03 years shall be uploaded along with the bid.
4	Delivery & Installation of complete material needs to be completed at all locations strictly within 90 days of order.
5	The bidder should be at least three years old, relevant certificate / document must be submitted by the bidder.
6	The bidder must enclose a notarized certificate that the Organization has not been blacklisted by any institution of the Central/ State government / PSU/ University/ Institute etc. in the past three years.
7	The bidder should be a Proprietorship Firm/Partnership firm/Company. No consortium is allowed. Relevant declaration in the support of this statement must be submitted.
8	Only those Financial Bids will be opened and evaluated which are found to fulfil all the eligibility and qualifying requirements of this Tender.
9	The Bidder shall quote composite price inclusive of Supply, Installation, Testing, Commissioning, Training & all Taxes.
10	Bidder should quote for all components/ products as asked in the tender. Non-compliance shall result in rejection of tender.
11	BIS certification for the quoted products must be submitted wherever specified in the technical specification documents, Non-compliance shall lead to disqualification.
12	Make in India Applicability: Only Class 1 and Class 2 Local suppliers (Minimum 20% Local Content) under Make in India initiative are eligible to apply as per Public Procurement (Preference to Make in India) order by Department for Promotion of Industry and Internal Trade, Government of India.
13	Country of Origin: No Bidder as well as OEM with Investors, Venture Capitalist, Consortium members, Shareholders, directors from neighbouring countries will be allowed to participate in the Bid. Non-compliance shall result in rejection of Bid. A declaration to be submitted by Bidder & OEM
14	Warranty for all the products must be 3 years from the date of installation. Warranty declaration certificate from OEM shall be submitted along with this bid.
15	The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
16	Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of life by the OEM before this period.
17	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.

18	Technical Catalogue of quoted product to be attached with the technical bid and same should be available on OEM website. Non-compliance shall result in rejection of tender. No deviations in the specifications of any of the above items will be accepted. The Bidder should clearly declare in the Compliance that all items meet all the specifications as required. Detailed tabulated deviation specifications should be given clearly specifying if each specification is met rather than blanket statement like - "all specifications met".
19	Data sheet of the product(s) offered in the bid are to be uploaded along with the bid documents. Buyer can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of the technical parameters, the offer is liable for rejection.
20	OEM must have valid certificates ISO9001, ISO14001, ISO45001 and ISO27001 for India.
21	Must submit technical compliance, MAF on the OEM letterhead with complete details.
22	Past Performance : Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note , etc.
23	The bidder should have successfully implemented Smart Classroom Solution projects involving supply, installation, integration, testing, and commissioning for Central Government / State Government / PSU / University organizations within India during the last three (3) financial years as on the date of bid opening. The bidder shall meet any one of the following Past Performance criteria: i) One (1) completed order of value not less than INR 80 Lakhs; OR ii) Two (2) completed orders, each of value not less than INR 40 Lakhs. In support of the above, the bidder shall submit copies of Purchase Orders/Work Orders along with corresponding Satisfactory Performance Certificates / Completion Certificates / CRAC issued by the respective Government Buyer Organizations.
24	Component-wise pricing as per the BOQ attached in the drawing document must be submitted, and a declaration of submission must be attached in the Technical bid. No price should be mentioned in the technical bid, failing which bid will be considered as "Non-responsive".
25	Mandatory two (2) periodic preventive maintenance visits per year, along with unlimited breakdown/service calls, shall be provided and attended by the bidder/OEM throughout the entire Warranty period and Comprehensive Annual Maintenance Contract (CAMC) period, at no additional cost to the purchaser. Undertaking for this shall be submitted with the technical bid.

BoQ		
S.No.	Product Description	Qty
1	Interactive Panel 75"	21
2	Visual Presenter with Cabinet	5

3	Micro PC	21
4	Webcam4K	21
6	Online UPS 2 KVA IB with 30 Mins backup	21
5	Other Cables and accessories	21
7	Installation and Commissioning	21

1. Technical Specifications of 75" Interactive Display		
Parameter	Specification	Compliance (Yes/No)
Diagonal Size	75" or higher	
Resolution	4K UHD or higher	
Brightness (typical)	450 nits or higher	
Contrast ratio (typical)	2000:1 or higher	
CPU	Quad-Core or better	
Memory (RAM)	8GB or higher	
Storage (ROM)	64GB or higher	
OS	Android 14 or better	
Panel life	50,000 hrs or higher	
Touch Glass	3 mm tempered glass or better	
Touch points	40 or higher	
Touch response time	4 ms or better	
Connectivity - Minimum Ports	USB 3.0 - 3, USB 2.0 - 1, USB 2.0 Touch - 2, USB Type C - 1, HDMI In - 3, Audio In - 1, Audio Out - 1, RS232 - 1, RJ45 - 1	
Additional Features	Smart Eye Protection, Anti-glare coating	
Speakers	20 Watt x 2 speakers or better	
Wi-fi	Wi-fi 5 (2.4 & 5Ghz) or better	
Bluetooth	Bluetooth version 5.0 or higher	
Whiteboard Interactive Software (Android) Features	<ul style="list-style-type: none"> · Multi-touch writing (multiple users simultaneously) · Pen, marker, highlighter tools · Adjustable pen thickness and colors · Eraser and Selection tools · 2D and 3D Shapes and symbols · Geometrical Tools · Navigation Controls - Undo, Redo, Add Page, etc. · File management - Save, Share, Export 	

Wireless screen sharing	Share/mirror the content of up to 4 external devices wirelessly on the interactive panel	
Split Screen	User should be able to split the screen to multitask for example play a video in one half and use the whiteboard application in the other half; User should be able to choose any application to use out of the two side by side.	
Play Store Support	Device should have Google Play Store pre-installed to download applications	
Screen Recording	Device should have built-in screen recording feature in Full HD resolution	
Power Supply	AC 100-240V 50/60Hz	
Max. Power Consumption	350 W or Better	
Operating temperature	0°C ~ 40°C or Better	
Operating Humidity	10% ~ 80% RH Non-Condensing or Better	
Accessories	Wall mount Kit, Remote, 2 x Stylus, 1x HDMI Cable (1.5 Meter), 1x USB A to B cable (1.5 Meter), 1x Power Cable (1.5 Meter)	
Magnetic pen holder	Magnetic pen holder for two pens	
Certifications	OEM of Interactive Display should have a valid BIS license for the last 3 years and as per BIS, manufacturing facility should be in India. Quoted model should be included in the same BIS before the publishing of this bid and should be verifiable online from BIS website.	

2. Technical Specifications for Visual Presenter with Wall Mount Cabinet		Compliance Yes/No)
Wall Mounted Lockable Enclosure to house Visual Presenter, Wireless Keyboard & Mouse (all supplied along with cabinet); Cabinet should be made of powder-coated CRCA Steel Sheet of minimum 1.2mm thickness and should have a secure locking mechanism.		
Visual Presenter		
Parameter	Specification	
Pixels	2 MP or better	
Zoom	12x Optical or higher	
Resolution	1080p@30 fps or better	

Coverage Area	A4	
Focus	Automatic & Manual	
White Balance	Automatic & Manual	
LED Lights	2 or more	
Camera Head Rotation	180 Degrees Horizontal, 180 Degrees Vertical	
Touch Keys	Zoom in/out, LED, Auto Focus	
Certification	Quoted model of Visualizer should have a valid BIS license for 3 years with manufacturing facility should be in India, which is verifiable online from BIS website.	

3. Technical Specifications for Micro PC		
Parameter	Specification	Compliance (Yes/ No)
Type Detachable	PC module	
CPU Intel Core	Intel i5 12th Generation or Equivalent AMD Processor	
RAM	16 GB or better	
SSD	512GB SSD or better	
Operating system	Windows 11	
I/O Ports	HDMI x 1, USB ports x 4, LAN Port x 1	
Max Power	65W or less	
Integration	For better compatibility and to avoid any integration issues, Micro PC & Interactive panel should be from the same OEM.	
Certifications	Quoted model of Micro PC should have a valid BIS license for 3 years with manufacturing facility in India, which is verifiable online from BIS website.	

4. Minimum Technical Specifications for Web Camera 4K		
Parameter	Specifications	Compliance (Yes/ No)
Resolution	4k@30fps or better	

Sensor	8 MP CMOS Sensor or better	
Zoom	5x or higher	
Field of View	100 degrees or better	
Minimal Illumination	0.5 Lux	
Shutter	1/30s ~ 1/10000s or better	
White Balance	Auto, Indoor, Outdoor, One Push, Manual	
Camera bracket	Bracket with damper	
Backlight Compensation	Should support Backlight Compensation	
Digital Noise Reduction	2D & 3D Digital Noise Reduction	
HDR	Should Support High Dynamic Range	
Preset	Should have 3 Presets on Remote control	
Resolution	Should support 4K Ultra HD@30fps/25fps encoding output, and should be down compatible with 1080p,720p.	
Video Output	Should support USB 3.0 Video output suitable for software-based video conference	
Auto Focus Lens	Should be completely customizable auto focus non-distortion lens, view angle up to 100°, should support e-PTZ.	
Built in Microphone	Beamforming 2 microphone-array with noise suspension and automatic gain algorithm	
Audio Pickup	4 meters or more	
AI Powered Tracking	Auto framing with advance AI tracking Method	
Remote control	Parameters of the camera should be controllable using IR remote	
Interface	1x USB 3.0 Type C or more	
Input Voltage	5V (USB power supply)	
Certifications	Quoted model of Webcam should have a valid BIS license for 3 years with manufacturing facility in India, which is verifiable online from BIS website.	

5. Technical Specification of Online UPS 2 KVA IB with 30 Mins backup

Parameter	Specification	Compliance (Yes/No)
Capacity (in kVA / kW)	2kVA/1600 W Single Phase Input / Single Phase Output	

Technology and Capability	a) True Online double conversion UPS, IGBT based Rectifier and Inverter b). UPS should be designed at Rated PF of 0.8 Minimum	
Input		
Input Voltage Range	110 - 280V AC (On 100% Load)	
Input Current Harmonic Distortion (THDi)	< 10%	
Generator Compatibility	Compatibility to genset supply required	
Output		
Nominal Output voltage	200/208/220/230/240 VAC	
Output Voltage Regulation	±1%	
Nominal Output Frequency	50Hz ± 0.1 Hz	
Output Frequency Regulation	47 to 53Hz	
Output Wave Form	Pure sine wave	
Output Voltage Distortion (THDv)	<3% Linear Load <6% Non Linear Load	
Crest Factor	3.1	
Efficiency		
AC/AC (overall efficiency)	Up to 80-90%	
Overload capacity		
105 - 110%	10 mins	
111 - 130%	1 min	
Battery Backup	30 Mins	
Battery Bank Voltage	48 VDC	

Battery Bank	9AH 4 nos battery inbuilt (external not acceptable) or better	
Batteries Type (VRLA)	Sealed Maintenance Free (SMF) - 12V Cells	
Communication		
RS232	Available	
USB Com port	Available	
Intelligent slot	SNMP/MODBUS/Dry contacts	
Operating temperature	0~40°C Continuous	
Electrical		
Input terminal	Terminal	
Output terminal	input breaker +terminal	
Features		
Converter mode	Available	
Solar & generator compatible	Required.	
Battery compatibility	Must be compatible with VRLA Batteries	
Bypass parameters configurable	Available	
Display	LCD Display required for UPS monitoring	
Mechanical		
Ingress protection	IP 20	
Certification Requirement		
Safety	EN 62040-1 or Equivalent certificate	
EMI / EMC	EN 62040-2 or Equivalent certificate	
Performance	IEC 62040-3 or Equivalent certificate	

Certification	BIS	
NABL Test lab certificate	Required	
Warranty	3 years Warranty on UPS and Batteries	

6. Other Cables and accessories	
Parameter	Compliance (Yes/No)
<ul style="list-style-type: none"> ◦ The bidder shall supply all necessary interconnecting cables, connectors, adaptors, converters, and interface accessories not specifically listed elsewhere in the BOQ but essential for ensuring full system integration and proper functioning. ◦ All cables and accessories shall be of good quality and compatible with the supplied equipment. 	

7. Installation & Commissioning	
Parameter	Compliance (Yes/No)

The scope of work under this section shall cover the complete installation, integration, testing, and commissioning of all equipment and components listed in the Bill of Quantity (BOQ). The objective is to deliver a fully functional, seamlessly integrated, and stable system meeting the intended design and performance requirements.

The successful bidder shall be responsible for carrying out the following activities:

1. **Site Preparation and Layout Finalization**
 - The bidder shall visit the site prior to installation to assess the layout, existing infrastructure, and cabling routes in consultation with the buyer.
 - The bidder shall prepare a detailed layout plan indicating the placement of all equipment.
2. **Installation of Equipment**
 - The bidder shall ensure the safe delivery, unpacking, mounting, and installation of all equipment.
 - All wall-mounts, brackets, racks, conduits required for the proper installation of the system shall be supplied and installed by the bidder.
3. **System Integration**
 - The bidder shall provide, lay, terminate, and label all interconnecting cables required for the seamless integration.
 - All cables shall be neatly dressed, concealed where possible, and properly tagged for identification.
 - The bidder shall ensure compatibility and interoperability among all supplied equipment and configure the system for unified operation.
4. **Testing, Configuration, and Commissioning**
 - The bidder shall undertake complete testing of each component and the integrated system for functionality, performance, and stability.
 - The system shall be demonstrated to operate as a fully integrated solution with all devices functioning in synchronization.
 - The bidder shall provide operational training to the client's designated personnel for routine operation and basic troubleshooting.

6. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/**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 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 a would not be allowed to open bids if he fails to reply to such representations.

Additional Clause For Comprehensive Maintenance Charges

- 1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC. Further 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.
- 2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- 3.GST shall be included in the CMC Charges quoted.
- 4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
- 5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- 6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 15 years can be chosen for CMC charges beyond warranty period.
- 7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted in Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
- 8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of

warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

- CMC charges for 1st year after warranty period- Percentage to be indicated- A1
- CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
- CMC charges for 3rd year after warranty period - Percentage to be indicated- A3
- CMC charges for 4th year after warranty period - Percentage to be indicated- A4
- CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A15 are to be indicated for 6th to 15th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$ and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5.The CMC charges shall be offered within range of 3 to up to 50% of cost of equipment as defined by buyer

9.Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes all arranging hand tools & tackles, special tools etc. required to carry out the work.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020 and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. are

any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकार के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---