



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5717679  
Dated/दिनांक : 17-12-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-01-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-01-2025 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Karnataka
Department Name/विभाग का नाम	Agriculture Department Karnataka
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Bengaluru
Total Quantity/कुल मात्रा	40
Item Category/मद केटेगरी	High End Desktop Computer (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	21 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	172 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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) *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

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	Yes ( <a href="#">Mediation clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

(a). 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./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।

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

**Beneficiary/लभार्थी :**

Director of Agriculture  
Bengaluru, Agriculture Department Karnataka, N/A,  
(Puthra G T)

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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1. 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.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document 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 Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. 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.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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)**

Pre-Bid Date and Time	Pre-Bid Venue
21-12-2024 15:00:00	Sambhrama Hall, Commissionerate of Agriculture, Sheshadri Road, Bengaluru-1

**High End Desktop Computer ( 40 pieces )****Technical Specifications/तकनीकी विशिष्टियाँ**

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
PROCESSOR	<b>Base Processor Number</b>	NA for Higher Processor Or higher
	<b>Higher Processor Number</b>	AMD Ryzen 7 PRO 5750G, AMD Ryzen 7 8700GE, AMD Ryzen 7 PRO 8700GE, AMD Ryzen 7 8700G, AMD Ryzen 7 PRO 8700G, AMD Ryzen 9 PRO 7945, AMD Ryzen 9 7900X3D, AMD Ryzen 9 7950X3D, Intel Core i7- 13700, Intel Core i7- 13700K, Intel Core i7- 14700, Intel Core i7- 14700K, Intel Core i9- 12900, Intel Core i9- 12900K, Intel Core i9- 13900, Intel Core i9- 13900K, Intel Core i9- 14900, Intel Core i9- 14900K Or higher
OPERATING SYSTEM	<b>Factory Pre-loaded Operating System</b>	Window 11 Professional
MEMORY (RAM)	<b>RAM Size (Memory Card/Module) (in GB) (Capacity to be Installed in the System)</b>	16, 32, 64 Or higher
STORAGE	<b>Primary Storage Capacity (in GB)</b>	1024, 2048 Or higher
Monitor	<b>Availability of Monitor</b>	Yes as per IS 13252 (Part 1)
	<b>Screen Size (in CMs)</b>	53.1 - 58 (20.91" - 22.83")
WARRANTY	<b>On Site OEM Warranty (In year)</b>	3, 4, 5 Or higher

**Additional Specification Parameters - High End Desktop Computer ( 40 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
1.Processor 2.Chipset 3.Motherboard 4.Memory	1. Intel Core i7 13Gen or equivalent or Higher with minimum 3.3 Ghz speed or higher or latest 2. Q670 or equivalent or latest 3. OEM Motherboard with TPM 2.0 or higher 4. OEM 16 GB DDR4 RAM -2666 MHz- of higher expandable to 64 G B. Minimum 2 DIMM slots of which at least one should be free.
5.Hard Disk Drive 6.Graphics 7.Ethernet 8.Port 9.Audio	5. 512GB SSD 6. Integrated Graphics or better 7. Integrated Gigabit Ethernet (10/100/1000 4Ibbs) 8. USB Ports: Minimum 8 with at least -2 front USB 3.0/3.1 and USB 2.0 ports , 1 Ethernet (RJ-45), 1 VGA, 1 HDMI, Microphone In, Headphone in or Combo Audio and microphone jack, 1 HDMI port. 9. Inbuilt Speaker
10.Keyboard 11.Mouse 12.Power Supply 13.Monitor 14.Cabinet	10. USB Keyboard (Same make as PC) 11. USB -2 button Optical Scroll Mouse (Same make as PC) 12. Minimum 180 Watts, 90% PSU, Surge protected SMPS 13. Minimum 21 FHD, Anti-glare, LED backlight color display with minimum resolution of 1910x1080 or higher (Same make as PC) 14. MT

Specification Parameter Name	Bid Requirement (Allowed Values)
15.Office 16.Anti virus 17.Operating system 18.Certification 19.OEMs Certification 20.Warranty	15. MS-office Standard 2021 license 16. 3 Years Validity 17. Microsoft windows 11 Pro 64 bit 18. Windows 11 FCC Certification, Energy Star , BIS Certifications 19. ISO 9001, ISO 14001 or Latest 20. 3 Years On-site Comprehensive Warranty

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Puthra G T	560001,Commissioner Of Agriculture Seshadri Road, Bangalore-560001	40	15

**Special terms and conditions-Version:4 effective from 13-12-2024 for category High End Desktop Computer**

1.

For Buyers:		
1	Product Verification	A unique device serial number shall be provided by the seller at the time of supply, which is mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.

2	Operating System	<ol style="list-style-type: none"> <li>1. There is no requirement that the OEM of the desktop systems should be a device partner of Microsoft and holding a Microsoft Authorization Form (MAF) from the software provider.</li> <li>2. Microsoft OS may be sourced directly from Microsoft by OEMs holding device partner status, and those not holding device partner status may source from authorized distributors, i.e., Ingram/Reddington and their authorized channel partners.</li> <li>3. Buyers may ensure that MAF shall not be made a mandatory requirement in bids.</li> <li>4. If supplies are made as per brands of OEMs who are global device partners, then the serial number of the machine supplied can be used to check the details of the product from the website of the OEM.</li> <li>5. In the case of local device partners of Microsoft, OS details such as the digital key number should be produced with supplies, and the buyer may verify them from Microsoft.</li> <li>6. In case of other OEMs who are sourcing from authorized distributors of Microsoft, Reddington, or Ingram, a copy of the invoice which contains the relevant serial number of Windows OS shall be submitted with supplies, and the buyer/consignee can verify the same from the OS server website or by telephone, or both.</li> <li>7. In respect of verification of OS, the consignee shall take necessary steps at the time of acceptance. For device partner machines, buyers can check the Computer OEM website to verify the OS by entering the PC's serial number and part code number. For entities that are not device partners and source OS from distributors' networks, they may verify the serial number through the Microsoft website or by telephone, or both.</li> <li>8. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable.</li> <li>9. Buyer shall request for Windows Hardware Compatibility Certificate for window operating system to ensure the supplied hardware is compatible with Windows operating system</li> </ol>
3	Requirement of OEM logo	Buyers are advised to note that incorporating a condition stipulating an OEM logo on the motherboard is restrictive and may not be incorporated into the bids.
4	Processors	<ol style="list-style-type: none"> <li>1. Intel and AMD Processors are added as per Model Technical Specification of Desktop Computer issued by Ministry of Electronics and Information Technology (MeitY-IPHW Division) W-43/4/2020 dated 19 Aug 2024</li> <li>2. To ensure wider participation from prospective bidders, as far possible, buyers are advised to select processors from both "AMD" and "Intel" under " Higher Processor Number" parameter.</li> <li>3. If the buyer is procuring a higher processor other than MeitY specified base processors, then "NA for Higher Processor" must be selected under the "Base Processor Number" parameter.</li> </ol>
5	Scope of Installation	Installation requirements shall be indicated in the bid by the buyer under the Installation, Commissioning and Testing in Bid (ICT) clause. In case installation is specified in the bid, it shall be the responsibility of the seller to ensure that all systems are installed and satisfactory working is shown to the consignee or authorized representative of the buyer. However, in case of Direct and L1 Purchase, installation of the computer system by the seller/OEM is mandatory. Installation does not include the supply of antivirus, MS Office, etc., which are to be separately procured by the buyer only.

6	Buyer/Consignee Obligations relating to installation	It is necessary that the buyer/consignee provide the seller or authorized representative access to locations, areas, or rooms for the installation of equipment. The seller or authorized representative will install systems and connect them to existing power lines/networking at no additional charge. The buyer/consignee will be responsible for electrical wiring, networking, or any other work connected to the installation area. The seller shall be only responsible for ensuring the setup of the desktop systems, configuring, etc., as well as loading software etc. (to be provided by the buyer/consignee). Any other site preparation required before installation and connection of the desktop shall be the responsibility of the buyer/consignee. The buyer/consignee, if required, will provide space at the installation site for the safe storage of tools, test equipment, and other materials used for installation at no charge. In case there is a requirement of obtaining an entry pass for allowing representatives to the premises, the same shall be arranged by the consignee. Similarly, if there is a requirement of a gate pass for bringing items required for installation, the same is to be arranged by the consignee. In scenarios where multiple location installations are required, the buyer must indicate complete installation addresses in the bid document. In the case of other modes of purchase, as soon as the order is placed, complete details regarding installation may be informed to the seller. This ensures smooth coordination and delivery of products to the respective locations.
7	Warranty	The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call centre to verify the certificate.
8	OM related to MII, Local content and MeitY advice on Model technical specifications	Buyers are requested to refer to various OMs pertaining to DPIIT and MeitY, as issued from time to time, while making procurement and follow relevant provisions as applicable.
9	Check points during Acceptance of Supplies	<p>Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations. In the case of a large number of units to be procured, then the buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency. Consignees who receive the supplies should be vigilant and should complete checking to ensure that there is no scope for the supply of refurbished products. At the time of receiving supplies, the consignee may adhere to the following to ensure that any discrepancies in supplies can be flagged, taken into account, and reflected while generating the CRAC:</p> <ol style="list-style-type: none"> <li>i. Packing should be checked properly</li> <li>ii. A warranty certificate from the OEM should be insisted upon and checked.</li> <li>iii. Instruction manuals and the OS installed should be checked.</li> <li>iv. The machine serial number should also be checked through settings and can be verified from the OEM website. The above points are for guidance, and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of systems.</li> <li>v. An escalation matrix for customer grievance redressal shall be insisted upon by the buyer from the seller at the time of delivery.</li> </ol>
10	HDD/SSD Storage Retention	Buyer may add their requirement of retention of securely store all Hard Disk Drives (HDDs) or Solid-State Drives (SSDs) used in the desktop computer under ATC clause.
11	Higher Configuration	The buyer may permit products delivered with advanced USB standards. For example, a USB Type-A 3.2 Gen 2 port may be acceptable in place of USB Type A Port (Version 3 point 2 Gen 1)

<b>For Seller:</b>		
1	OEM Website Link/Part No for product verification	The OEM shall share the OEM website link with the buyer at the time of delivery. The offered model details/configuration should be available on their website. A unique device serial number shall also be provided at the time of supply, which is also mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the shared OEM website link.
2	Changing or altering the configuration	The seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the Consignee in its original, factory-approved configuration.
3	Warranty	The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care centre.
4	Compliance of extended producer's responsibility	With effect from 1.4.23, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalog parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.
5	Mandatory / Statutory requirements as applicable	OEMs shall have to ensure compliance with the mandatory/statutory requirements as per the Government of India Notifications issued from time to time for hardware and software components, as applicable.
6	Operating System	<ol style="list-style-type: none"> <li>1. It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems.</li> <li>2. Seller shall ensure to have Windows Hardware Compatibility Certificate for window operating systems</li> </ol>
7	Scope of Installation	It shall be the responsibility of the seller to ensure that all systems are installed, and satisfactory working is shown to the consignee or authorized representative of the buyer. However, in the case of Direct and L1 Purchase, installation of Computer System by the seller/OEM is mandatory.
8	Higher Configuration	The seller may list products with advanced USB standards. For example, a USB Type-A 3.2 Gen 2 port may be acceptable in place of USB Type A Port (Version 3 point 2 Gen 1)

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

### **1. Generic**

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

Commissionerate for Agriculture  
Commissionerate for Agriculture  
Commissionerate for Agriculture  
Commissionerate for Agriculture  
Commissionerate for Agriculture  
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### **2. Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### **3. Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

### **4. Generic**



Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

6. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

7. **Generic**

IT equipment shall be IPv6 ready from day one.

8. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

9. **Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

10. **Generic**

**Non return of Hard Disk:** As per Buyer organization's Security Policy,Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

11. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

12. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

13. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

14. **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.

15. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Director of Agriculture  
payable at  
Bengaluru

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

16. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director of Agriculture  
payable at  
Bengaluru

. 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.

17. **Financial Criteria**

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

18. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

19. **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.

20. **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.

21. **Service & Support**

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

22. **Service & Support**

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

## 23. Warranty

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established 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.

## 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 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 defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can 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 shall be liable to re-imburse the cost of such service / rectification to the Buyer.

## 26. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **INSTRUCTIONS TO THE BIDDERS**

#### **1. GENERAL INSTRUCTIONS**

- 1.1 While all efforts have been made to avoid errors in the drafting of the bid document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.
- 1.2 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/exception certificate/format, or any other requirements, stipulated in the bid documents are liable to be rejected.
- 1.3 For all purposes of the contract including mediation there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Director of Agriculture, Sheshadri Road, Bengaluru. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.4 Before the deadline of submission of tenders, the department may modify tender document by issuing addenda.

#### **2. Minimum Eligibility Criteria:**

- 2.1 The Bidder shall necessarily be a legally valid entity either in the form of private limited companies or Firms or LLP or Partnership Firm or Proprietorship Firms “.A proof for supporting the legal validity of the Bidder shall be submitted.
- 2.2 Land border clause: As per GoK Notification Number FD 455 EXP 12 2020 Dated 25.08.2020, the bidders and OEM should submit Declaration to this effect in the prescribed format as per notification.
- 2.3 Price Preference for MSE: As per GoK notification No. FD 537 EXP-12/2021 dated: 25.07.2022, of amendment of the rule 25 (2) (e) of KTPP Rules, 2000., the following provision is made.

“Provided that Goods manufactured by Micro and Small Enterprise located in the State shall be given fifteen percent price preference against the large and medium industries of the state and Industries of other states subject to the following conditions, namely:

  - a) An enterprise shall be registered with the Ministry of Micro, Small and Medium Enterprises, Government of India on Udyam Registration portal as a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act 2006 (Central Act 27 of 2006); and
- 2.4 An enterprise shall produce a certificate obtained from Udyam Registration Portal as a Micro or Small Enterprise.” The Bidder should be registered with the Income Tax, Goods and Service Tax.
- 2.5 Bidder/ Supplier/ Organization/ Proprietor/ Any of the Director(s) shall not be banned or suspended or black listed by any Government / Public Sector Undertaking / Corporate organization or convicted in any Court of Law across India or declared Bankrupt or insolvent. A self-declaration certificate must be uploaded in the GeM portal under Bidders Official Letter Head.
- 2.6 The bidder should have registered office in Bengaluru. The bidder must submit GST details and certificate to this effect.
- 2.7 The bidder and OEM should have ISO 9001, 20000 and 27001 certifications and must submit copies of the same along with the bid.
- 2.8 The bids by any bidder who was found to be misguiding/misleading the department in any of the previous procurement experiences will be summarily rejected.
- 2.9 If contradictions are found in any of the conditions in Buyer added bid specific TnCs and conditions added by default by GeM portal (including special terms and conditions v 3.0 with effect from 14.11.2024), Buyer added bid specific conditions are considered final.

### **3 Earnest Money Deposit**

- 3.1 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.2 The bidders should upload the scanned copies of all relevant certificates, documents etc. including Earnest Money Deposit as per the requirements contained in Bid Document in support of their technical bids. The bidder should sign on all statements, documents etc. uploaded by him/her, owning responsibility for their correctness/authenticity.

- 3.3 For small scale units registered with NSIC under single point registration scheme and participating in this tender enquiry, following exemptions are available: They are exempted from depositing Earnest money. These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item (store details), otherwise their offer would not be considered.
- 3.4 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.5 The bids without Earnest Money/Exemption certificate shall be summarily rejected.
- 3.6 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.7 The bid security (earnest money deposit) may be forfeited:
- a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - b) In case of successful bidder, if the bidder
  - c) Fails to sign the contract in accordance with the terms of the bid document
  - d) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
  - e) Fails or refuses to honor his own quoted prices for the computers and peripherals or part thereof.
  - f) In such case, the bidder is also liable to be blacklisted from future tendering.

#### **4 Bid Validity :-**

- 4.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 4.2 The buyer may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

#### **5 Bid Submission :-**

- 5.1 The Bidders shall be required to submit Technical and Financial Bids through GeM Portal electronically using valid GeM ID. More information useful for submitting online bids on the GeM Portal may be obtained.
- 5.2 The Bidder should upload the financial bids as per the instructions contained in the Bid Document on GeM Portal.
- 5.3 The bids shall be summarily rejected, if the bid is submitted other

than through online (GeM Portal) or original Earnest money Depos it is not submitted by the Bidders within stipulated date / time as mentioned in bid document.

- 5.4 The important dates are mentioned in Bid document.
- 5.5 Vendor should quote only commercial models and not consumer models
- 5.6 All peripherals (Monitor, Keyboard, Mouse and Motherboard) must be from the same OEM
- 5.7 Model details, configuration and drivers should be available on OE M website.
- 5.8 The products should be factory pre-loaded with Genuine Windows 11 Pro 64 Bit and MS Office standard 2021 Licensed Version. Bidd er should submit declaration by OEM to this effect.
- 5.9 The products should be factory pre-loaded with Latest version of Anitivirus Symantec / MacAfee/eTrust/Kaspersky/eScan/Trend Mic ro/Microsoft Defender with 3 Years License. Declaration Letter fro m bidder should be uploaded at the time of bid submission.
- 5.10 Bidders must submit Bid specific Manufacturer authorisation (MAF ). The authorisation to bid for their product is subjected to verifica tion and the decision of the buyer is final.

## 6. Technical Bid

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid online through GeM Portal. The following documents shall comprise Technical Bid: -

<b>Sl. No.</b>	<b>Item</b>	<b>Bid Condition</b>	<b>Documents Cons idered</b>
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1	EMD	<p>A) The bids without Earnest Money/Exemption certificate shall be summarily rejected.</p> <p>B) 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.</p> <p>C) EMD &amp; Performance security should be in favor of Beneficiary, wherever it is applicable.</p> <p>D) For small scale units registered with NSIC under single point registration scheme and participating in this tender enquiry, following exemptions are available: They are exempted from depositing Earnest money. These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item (store details), otherwise their offer would not be considered.</p>	<ol style="list-style-type: none"> <li>1) Physical copy of DD</li> <li>2) Vendor assessment report</li> <li>3) MSE Certificate for Manufacturing</li> <li>4) NSIC Certificate for Supply of computer and Peripherals</li> <li>5) Start up certificate</li> </ol>
2	Offered Model and Data Sheet of Model offered	Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.	<ol style="list-style-type: none"> <li>1) GEM category matching</li> <li>2) Data sheet uploaded</li> </ol>

3	OEM Authorization	Bidders must submit Bid specific Manufacturer authorization (MAF) . The authorization to bid for their product is subjected to verification and the decision of the buyer is final.	Bid specific MAF and confirmation by OEM through mail
4	Factory Pre-loaded Genuine Windows 11 Pro 64 bit	The products should be factory pre-loaded with Genuine Windows 11 Pro 64 Bit. The bidders should submit the declaration by OEM to this effect.	Declaration by OEM
5	Factory Pre-loaded MS Office 2021 Home and Business	The products should be factory pre-loaded with MS Office 2021 Home and Business Licensed Version. The bidders should submit the declaration by OEM to this effect.	Declaration by OEM
6	Pre-loaded Genuine Antivirus	The products should be factory pre-loaded with Latest version of Antivirus Symantec / MacAfee/eTrust/Kaspersky/eScan/Trend Micro /Microsoft Defender with 3 Years License. Declaration Letter from bidder should be uploaded at the time of bid submission	Declaration by Bidder
7	Bidder and OEM Land Border sharing Declaration	Land border clause: As per GoK Notification Number FD 455 EXP 12 2020 Dated 25.08.2020, the bidders and OEM should submit declaration to this effect in the prescribed format as per notification	1)Bidder declaration in letterhead 2) OEM declaration in letterhead 3) GEM verification



8	Past Experience	Experience Criteria: In respect of the filter applied for 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 number of Financial years as indicated above in the bid document 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 Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.	<ul style="list-style-type: none"> <li>1) Contract copy confirming year and area of activity</li> <li>2) Memorandum and articles of associations</li> </ul>
10	Past Performance	Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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 / Public Listed Company. 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.	<ul style="list-style-type: none"> <li>1) Consignee receipt and acceptance certificate</li> <li>2) Satisfactory certificate of implementation by the consignee / buyer</li> </ul>
11	Legal Entity status of the Bidder	The Bidder shall necessarily be a legally valid entity either in the form of private limited companies or Firms or LLP or Partnership Firm or Proprietorship Firms "A proof for supporting the legal validity of the Bidder shall be submitted.	<ul style="list-style-type: none"> <li>A) Certificate of Incorporation/ Affidavit of Proprietorship/ Partnership deed/ Memorandum &amp; Articles of Association of Ltd or Pvt. Ltd. Company.</li> <li>B) GST Registration Certificate</li> <li>C) PAN Card copy</li> </ul>

12	Local address of the bidder	The bidder should have registered office in Bengaluru with GST registration	Karnataka GST registration Certificate
13	Bidder Turnover Certificate /IT Return Acknowledgement	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 criterion.	A) GEM verification if available B) CA certified turnover and Net worth certificate C) Balance sheet D) IT returned acknowledgements
14	OEM Annual Turnover and Net worth certificate	NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.	CA certified turnover and Net worth certificate
15	Quality Management System Certificate-	ISO 9001: The bidder and the OEM of the offered products must have ISO 9001, 20000 and 27001 certifications.	Copies of valid certificates

16	Malicious Code Certificate	<p>Malicious Code Certificate: The seller should upload following certificate in the bid:-</p> <p>(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-</p> <p>(i) Inhibit the desires and designed function of the equipment. (ii) Cause physical damage to the user or equipment during the exploitation. (iii) Tap information resident or transient in the equipment/network.</p> <p>(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.</p>	Certificate by bidder or OEM
17	Copy of manufacturing license	Copy of the Manufacturing License for the products.	<p>1) Manufacturing license 2) BIS certificate in absence of manufacturing of license</p>
18	Company is not black listed	<p>Bidder/ Supplier/ Organization/ Proprietor/ Any of the Director(s) shall not be banned or suspended or black listed by any Government / Public Sector Undertaking / Corporate organization or convicted in any Court of Law across India or declared Bankrupt or insolvent . A self-declaration certificate must be uploaded in the GeM portal under Bidders Official Letter Head.</p>	Undertaking by the bidder

19	Bidder Financial Standing and Undertaking (No liquidation, Court Receivership, or similar proceedings or bankrupt)	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.	Undertaking by the bidder
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## 7. Financial Bid:

- 7.1 The Bidder should quote rates for each and every category of product in terms in Indian Rupees.
- 7.2 The rates quoted shall be firm and final. The price should be all inclusive of all taxes, transportation, installation and logistics cost.

## 8. Clarification on Technical Bid Evaluation:

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the department may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the department shall not be considered. The department request for clarification and the response in GeM portal only.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the department request for clarification, the bid may be rejected.
- 8.3 Department also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

## 9. Technical Bid Evaluation

The technical bid evaluation shall be done by the Technical bid evaluation committee of the Department based on the documents uploaded as per bid document. Technical Specifications are selected as per availability in GeM. Conformity to technical specifications specified in additional specifications will be given priority. Any deviation to technical specifications specified in additional specifications will be summarily rejected.

## 10. Financial Bid Opening Procedure

The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications, shall be opened on the notified date and time. Conformity to technical specifications specified in additional specifications will be given priority.

## 11. Right of Acceptance:

- 11.1 The Commissioner for Agriculture reserves the right to accept or reject any tender and to cancel the tender process and reject all tenders at any time prior to the award of contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 11.2 The Commissioner for Agriculture reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the tender accepting authority in this regard shall be final and binding.
- 11.3 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 11.4 The tender accepting authority & Commissioner for Agriculture reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 11.5 In case of failure to comply with the provisions of the terms and conditions of the contract by the agency (ies) that has/have been awarded the contract, Department of Agriculture reserves the right to award the contract to the next higher bidder and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 11.6 Any disputes arising between successful bidder and the department if any may be referred and/or resolved through Bengaluru Mediation Centre, Bengaluru
- 11.7 Without pre-judice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the contract or any part thereof by a written notice to the seller, if:
  - 11.7.1 The seller fails to comply with any material term of the contract.
  - 11.7.2 The seller informs Buyer of its inability to deliver the material(s) or any part thereof within the stipulated delivery period or such inability otherwise becomes apparent.
  - 11.7.3 The seller fails to deliver the material (s) or any part thereof within the stipulated delivery period and/or to replace/rectify any rejected or defective material(s) promptly.
  - 11.7.4 The seller becomes bankrupt or goes into liquidation.
  - 11.7.5 The seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the purchase order on the seller.

## **12 Returning of Earnest Money Deposit (Bid Security Amount):-**

- 12.1 The Earnest Money Deposit of the unsuccessful bidders if submitted in the technical Bid evaluation stage shall be returned along with their unopened financial bids within thirty (30) days after opening of the eligible financial Bids.
- 12.2 The Earnest Money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within thirty (30) days, on award of contract to the Successful bidder.

- 12.3 The Earnest Money Deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of bid after the opening of Technical Bids and prior to opening of financial bids.
- 12.4 No interest shall be payable on the Earnest Money Deposit returned to unsuccessful bidders.

### **13 Payments:**

- 13.1 Payments shall be dispersed as follows:
  - 13.1.1 Payment will be dispersed after the satisfactory supply, installation and functioning of the procured products.
  - 13.1.2 The tender awardee shall submit the bills pertaining to supplies along with the satisfactory working report duly signed by the head of the office, where in the supply and installation is completed.
- 13.2 At the time of payment of bills, all the statutory deductions shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- 13.3 The Contractor is paid for the quantity that is supplied.

### **14 . WARRANTY:**

- 14.1 Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in Karnataka for attending the after sales service.
- 14.2 Replacement under warranty clause shall be made by the Seller free of all charges at site including freight, insurance and other incidental charges.
- 14.3 During the warranty period, the Seller shall remain responsible to arrange replacement in within 05 days of receipt of complaint and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever.
- 14.4 The decision of the Buyers representative in this regard to direct the bidder to attend to any damage or defect in work shall be final and binding.

### **15. ESSENTIAL CRITERIA:**

- 15.1 Pre-Demonstration of all the computers and laptops at Commissionerate of Agriculture, Karnataka premises to be done at bidder cost if required.
- 15.2 The delivery location is throughout the state. Actual Delivery location and consignee details will be provided later.
- 15.3 Installation should be by Bidder trained service engineer/ service representative. The installation process must be completed by the Bidder within 10 days of supply.
- 15.4 Equipment/Items should have brand name on the equipment/items. In case of technical snag/ failure/ breakdown, Service call should be attended within 48 hours in Bangalore and 72 hours for other locations

- and repair within 05 days.
- 15.5 All the technical specifications accepted in the compliance statement must be supported by Original Literature from the firm/ O.E.M with Numbering/ Highlighting for the compliance statement.
- 15.6 All Goods/Services shall be offered on Free Delivery at Site including loading/unloading.
- 15.7 In respect of items requiring installation or commissioning (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM.
- 15.8 The brands must be out of those approved by e-Governance department.

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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 and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./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 के 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 प्राधिकारी 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 न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**