



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4984416
Dated/दिनांक : 27-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-06-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-06-2024 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health And Family Welfare
Organisation Name/संगठन का नाम	North Eastern Indira Gandhi Regional Institute Of Health And Medical Sciences (neigrihms)
Office Name/कार्यालय का नाम	Neigrihms, Shillong
Total Quantity/कुल मात्रा	155
Item Category/मद केटेगरी	Leaderflex Short Central Catheter 22G , Circuit for Neopuff T piece resuscitator compatible with Fisher and Paykel 1 , Circuit for Neopuff T piece resuscitator compatible with Fisher and Paykel , PICC catheter 1Fr 28G , Central venous catheter line single lumen 22G
BOQ Title/बीओक्यू शीर्षक	SNCU Project
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	2 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	2 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण

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),Compliance of BoQ specification and supporting document *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
Past Performance/विगत प्रदर्शन	10 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Leaderflex Short Central Catheter 22G
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	305000
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

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

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. 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.
5. 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.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such 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.F.1/4/2021-PPD dated 18.05.2023 [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.
7. 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.
8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	75000	Leaderflex Short Central Catheter 22g	30
Schedule 2	55000	Circuit For Neopuff T Piece Resuscitator Compatible With Fisher And Paykel 1	25
Schedule 3	55000	Circuit For Neopuff T Piece Resuscitator Compatible With Fisher And Paykel	25
Schedule 4	75000	Picc Catheter 1fr 28g	35
Schedule 5	45000	Central Venous Catheter Line Single Lumen 22g	40

Leaderflex Short Central Catheter 22G**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	30	60

Circuit For Neopuff T Piece Resuscitator Compatible With Fisher And Paykel 1**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	25	60

Circuit For Neopuff T Piece Resuscitator Compatible With Fisher And Paykel

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	25	60

PICC Catheter 1Fr 28G

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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BOQ Detail Document[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Kitboklang Kharkongor	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	35	60

Central Venous Catheter Line Single Lumen 22G

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document[View File](#)**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	40	60

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

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.
4. **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**

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

6. **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

7. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 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 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

8. **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.

9. **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.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Requirements for SNCU Project: Pediatric Dept.

SI No	Item Name	Quantity
1	Leaderflex Short Central Catheter 22G	30 pc
2	Circuit for Neopuff T piece resuscitator compatible with Fisher and Paykel	25 No

	Circuit for Neopuff T piece resuscitator compatible with Fisher and Paykel	25 No
3		
4	PICC catheter 1Fr 28G	35 Pc
5	Central venous catheter line single lumen 22G	40 pc

INTEGRITY PACT (to be executed on a non-judicial Stamp Paper of Rs 100 and applicable for all tenders) Th is INTEGRITY PACT is made and executed at _____ on this _____ day of _____ (Year). BETWEEN North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences (NEIGRIHMS), having its perm anent 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 _____, (ins ert name and designation of the Officer/Representative/Authorized Signatory), having its office at _____ (hereinafter referred to as "The Bidder /Contractor" which terms or expression sh all, unless excluded by or repugnant to the subject or context, mean and include its successor in-office, ad ministrators or permitted assignees) of the Second Part; WHEREAS NEIGRIHMS has floated the Tender, vid e 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 NEI GRIHMS values full compliance with all relevant laws of the land, rules, regulations, economic use of resou rces 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 ref erred to as "Integrity Pact" or "Pact"), the terms and conditions shall also be read as integral part and par cel 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 un der; 1. Commitments of NEIGRIHMS:- 1.1. 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 inter mediaries, 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 implemen tation process related to the contract. 1.2. 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 BIDD ER /TENDERER. 1.3. All the officials of NEIGRIHMS will report to the appropriate Government office any att empted or completed breaches of the above commitments as well as any substantial suspicion of such a b reach. 2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER t o NEIGRIHMS with full and verifiable facts and the same is prima facie found to be correct by NEIGRIHMS, n ecessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may b e initiated by NEIGRIHMS and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NEIGRIHMS the proceedings under the cont ract would not be stalled. 3. Commitments of BIDDER:- 3. 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 dur ing any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it an d in particular commit itself to the following: 3.1. The Bidder will not offer, directly or through intermediari es, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, c ommission, fees, brokerage or inducement to any official of NEIGRIHMS, connected directly or indirectly wi th 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. 3.2. The BIDD ER 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, br okerage 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 wi th the Government for showing or forbearing to show favour or disfavour to any person in relation to the c ontract or any other contract with the Government. 3.3. BIDDER shall disclose the name and address of ag ents and representatives and Indian BIDDER shall disclose their foreign principals or associates. 3.4. BIDD ER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in conne ction with this bid/contract. 3.5. 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 a ny way to recommend to NEIGRIHMS or any of its functionaries, whether officially or unofficially to the awa

rd 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. 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NEIGRIHMS or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments. 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities. 3.9. 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. 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above. 3.12. 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. 3.13. 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:- 4.1. 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 BIDDER's exclusion from the tender process. 4.2. 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. 5.2. The Earnest Money /Security Deposit shall be valid for a period of (as specified in the Bid /Tender document) or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and NEIGRIHMS, including warranty period, whichever is later. 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond /Security in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for 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. 5.4. No interest shall be payable by NEIGRIHMS to the BIDDER on Earnest Money / Security Deposit for the period of its currency. 6. Sanctions for Violations:- 6.1. 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 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from NEIGRIHMS in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest. (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the 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 a view to securing the contract. (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NEIGRIHMS with the BIDDER, the same shall not be opened. (x) Forfeiture of Performance Bond in case of a decision by NEIGRIHMS to forfeit the same without assigning any reason for imposing sanction for violation of this Pact. 6.2. NEIGRIHMS will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other sta

tute enacted for prevention of corruption. 6.3. 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:- 7.1. 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 subsystem 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: 8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by NEIGRIHMS for this Pact in consultation with the Central Vigilance Commission. 8.2. 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. 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. 8.4. 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. 8.6. 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. 8.7. NEIGRIHMS will provide to the Monitor or 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. 8.8. 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: 12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both NEIGRIHMS and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. 12.2. 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: _____

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---