

OT/G- 420/2026-27, dt: 30/7/2026



Sanction Order

Sanction No: 511687725905296

Sanction Date: 28-Jul-2026

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation Details	Buyer Details
Type: Central Autonomous Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation Name: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) Office Name: Neigrihms, Shillong	STOPRO - MEDI/4-2025/3940 Name: Harendra Dey Designation: Stores and Procurement Officer Email ID: harendra.dey@nic.in GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong KHASI HILLS EAST MEGHALAYA - 793018

Financial Approval Detail	C - 480/2026-27, dt: 16/7/2026
Designation of official providing Administration approval:	Director - PC- No- C-9-87-STOPRO-MEDI-4-2025-Stores E3940
IFD Concurrence / Competent Authority (HOD / Head of Office)	YES
Approval Required?	YES
Budget availability	YES
Designation of official providing Financial approval:	DDA and FA-C-480-26-27 dated-13.7.26 with 2 years warranty and 8 years CMC
Designation Function/Budget Head of Account:	NA
IFD/Competent Authority Diary No:	480-26-27
IFD/Competent Authority Diary Date:	2026-07-27
Financial Year:	NA
DDO:	NA
PD Code:	NA
Grant No:	NA

Seller Details
Company Name: VIKAS MEDICAL DEVICES Email ID: rinki@vikasmedical.com Address: VIKAS MEDICAL DEVICES Kolkata West Bengal - 700020

#	Item Description	Model	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)	Total Price (inclusive of all Duties and Taxes (in INR))
1	Videolaryngoscopy System	Mentioned in technical specification	1	pieces	4084972.0	4084972.0
Total Order Value (in INR)						4084972.0

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Khrawkupar Jithod Katrai khraw.katrai@neigrihms.gov.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong KHASI HILLS EAST MEGHALAYA - 793018	Videolaryngoscopy System	-	1	28-Jul-2026	26-Oct-2026

Terms & Conditions

- 1. This issues under the power delegated to Ministries/Department of the Government of India/organization/state vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time or as per applicable delegation of financial power rules as approved and amended time to time by the competent authority of the buyer organization.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

1. To be done for the above mentioned items
 2. To be done for the above mentioned items
 3. To be done for the above mentioned items
 4. To be done for the above mentioned items

OT/G-420/2026-27, dt: 30/7/2026

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687725905296

अनुबंध तिथि | Generated Date : 28-Jul-2026

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: GEM/2025/B/6620306

खरीद का माध्यम | Procurement Mode: Bid

अनुसूची नाम | Schedule Name: Schedule 6

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central Autonomous	पद Designation : Stores and Procurement Officer
मंत्रालय Ministry : Ministry of Health and Family Welfare	संपर्क नंबर Contact No. : 0364-2539032-213
विभाग Department : Department of Health and Family Welfare	ईमेल आईडी Email ID : harendra.dey@nic.in
संगठन का नाम Organisation Name : North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS)	जीएसटीआईएन GSTIN : N
कार्यालय क्षेत्र Office Zone: Nelgrihms, Shillong	पता Address : P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : Yes	Role: PAO
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Director - PC- No- C-9-87-STOPRO-MEDI-4-2025-Stores E 3940	भुगतान का तरीका Payment Mode: Offline
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: DDA and FA-C-480-26-27 dated-13.7.26 with 2 years warranty and 8 years CMC	पद Designation : Thwet Star Syngkon
	ईमेल आईडी Email ID : thwet.syngkon@neigrihms.gov.in
	जीएसटीआईएन GSTIN : -
	पता Address : P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : DAAC180000312902
कंपनी का नाम Company Name : VIKAS MEDICAL DEVICES
संपर्क नंबर Contact No. : 09830083091
ईमेल आईडी Email ID : rinkl@vikasmedical.com
पता Address : 1ST FLOOR, Siddharth, 29, Dr. Rajendra Road, Bhawanipur, Kolkata, West Bengal-700020, -
एमएसएमई पंजीकरण संख्या MSME Registration number : -
जीएसटीआईएन GSTIN: 21AADFV8788P1ZA (B) , 19AADFV8788P1ZV (R)
खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Not Verified
खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : Not Verified

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions :

One Video Laryngoscope System for the Department of General Medicine with two years warranty and eight years CMC, agenda no C-9-87 on life cycle basis

उत्पाद विवरण | Product Details

#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : Videolaryngoscopy System ब्रांड Brand : Karl Storz, Germany ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और क्वार्टर Category Name & Quadrant : NA (-) मॉडल Model: Mentioned in technical specification एचएसएन कोड HSN Code: HSN not specified by seller उद्गम देश Country Of Origin: Germany	1	pieces	4,084,972	NA	4,084,972

कुल ऑर्डर मूल्य | Total Order Value (in INR)

4,084,972

प्रेषिती विवरण | Consignee Detail

क्र.सं. S.No	प्रेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : khraw.katral@neigrihms.gov.in संपर्क Contact : 0364-2538044- जीएसटीआईएन GSTIN : - पता Address : P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India	Videolaryngoscopy System	-	1	28-Jul-2026	26-Oct-2026

Product Specification for Videolaryngoscopy System

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

व्यापक रखरखाव के लिए शुल्क | Comprehensive maintenance charges for Videolaryngoscopy System

सेवा वर्ष Service Year	सीएमसी प्रतिशत CMC Percentage	कर द्विभाजन Tax Bifurcation
CMC charges for 1 st year after warranty period in % of cost of equipment	3.5%	NA
CMC charges for 2 nd year after warranty period in % of cost of equipment	4%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	4.5%	
CMC charges for 4 th year after warranty period in % of cost of equipment	4.7%	
CMC charges for 5 th year after warranty period in % of cost of equipment	4.7%	
CMC charges for 6 year after warranty period in % of cost of equipment	4.7%	
CMC charges for 7 year after warranty period in % of cost of equipment	4.7%	
CMC charges for 8 year after warranty period in % of cost of equipment	4.7%	

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/50/22/077/CatalogAttrs/SpecificationDocument/2025/9/24/2025_09_24_13_22_06_gem_-_neigrihms_e-tender_specif_2025-09-24-13-22-07_21c16912fae16dda218c2e4894e8dc5a.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/52738/54/78/703/CatalogAttrs/SpecificationDocument/2025/8/27/laryngoscope_2025-08-27-18-10-45_d8d5f8c871a0d50902ad593eed6f81bf.pdf
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सुद्धिपत्र | Corrigendum

- GeM-Bidding-Corr-8279200-1.pdf: [यहाँ क्लिक करें | click here](#)
- तक बढ़ाया गया | Extended Upto : 2025-10-06 14:00:00
- तक बढ़ाया गया | Extended Upto : 2025-10-23 14:00:00
- तक बढ़ाया गया | Extended Upto : 2025-10-30 14:00:00
- तक बढ़ाया गया | Extended Upto : 2025-11-10 14:00:00
- तक बढ़ाया गया | Extended Upto : 2025-11-17 14:00:00
- तक बढ़ाया गया | Extended Upto : 2025-11-25 14:00:00
- GeM-Bidding-Corr-8279200-16.pdf: [यहाँ क्लिक करें | click here](#)

सीएमसी के लिए अतिरिक्त खंड | Additional Clauses for CMC

- CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- GST shall be included in the CMC Charges quoted.
- Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
- The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 15 years can be chosen for CMC charges beyond warranty period.
- In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive

maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

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

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

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

(I) Number of years for which CMC required.

(II) Number of years of product warranty

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

Total Cost for evaluation=

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

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

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

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

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

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

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

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

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

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

Bank of India

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

3.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार समूह ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

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

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

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

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

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

2.2 Make in India specific authorisation certificate needs to be enclosed.

2.3 Buyer Added Bid Specific ATC:

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences

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

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

Store & Procurement Section; Email: storeneigrihms@gmail.com; Tele Fax: (0364) 2538032; www.neigrihms.gov.in**Reference:**

ü File no:- STSTOPRO-MEDI/4/2025-Stores

ü Agenda Agenda C-25/79 of 79thPC

ü Relaxation under Rule 161(iv) of General Financial Rules 2017 for issuance of Global Tender Enquiry (GTE) for procurement of Medical Devices -reg. Reference: Department of Expenditure's OM No. F.411 12023-PPD (pt.) dated 28.06.2024.SI no 208,209

Description of Items:

Sl no	Item	Qty	Buyback item
1	ICU Ventilator With Integrated Metabolic Monitoring/ Automatic Closed Loop Weaning WithPAV	4	NA
2	Portable Point Of Care Ultrasound Machine	2	Midray DC 7(HA-1795), procured vide OT -672/13-14 as mentioned below in point no 3
3	Enteral Nutrition Pump	15	NA
4	Pneumatic Compression Device For DVT	10	NA
5	Patient Warming System	5	NA
6	Videolaryngoscopy System	1	NA

2. **Technical Specification:**

" As per the buyer uploaded ATC document "

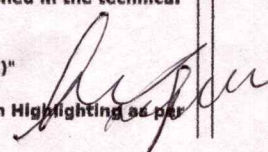
3. **Buy Back Details**

Sl. No.	Description of Stores Make	Qty.	Total Minimum Reserve Declared Value
1.	Midray DC 7(HA-1795), procured vide OT-672/13-14	1no	₹ 130000
Note: - The price offered in the e-price bid /BOQ shall be considered as <u>inclusive of the buyback value.</u> - The buyback value of the system /assets should <u>also be indicated in the ATC-1 & financial Document as percentage of the offered FOB /Basic Cost</u> of the system /assets in order to arrive at Book /Reserve value for the record of the Institute. - The buyback value should essentially cover the Minimum Reserve Declared Value. -The Institute reserve the <u>right to trade or not to trade</u> , the old existing machines offered while purchasing a new one.			

Buyer Added Bid Specific Terms and Conditions:-

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

1. Cost of spares, consumables and accessories not covered under warranty and CMC period shall be offered as percentage value of the system/unit in the Technical Bid ATC1/2. However, warranty includes all the spares including probes mentioned in the technical specification.
2. Documents with regard to details compliance statement to be attached at 'Additional Doc 2 (Requested in ATC)'
3. Documents with regard to Original Literature, Product catalogue, technical datasheet from the firm/O.E.M with Highlighting as per



the technical specification must attach At "Additional Doc 3 (Requested in ATC)"

4. Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each store must be Additional Doc 4 (Requested in ATC)"
5. Component wise pricing of all equipment/turnkey/electrical/accessories/HVAC etc , must be submitted in the "Financial Document " and not in technical Bid. Any detail price bid/Component wise pricing should not be attached in the technical bid ,failing which bid will be consider as "Techno Commercially Non Responsive "

B. Warranty and Maintenance:

1. Warranty for 2 years followed by CMC for 8 years including spares & service for all the items supplied in this particular tender including third-party items and turnkey works.
2. Mandatory 2 PMs / Year with unlimited breakdown calls have to be attended by the Bidder/manufacturer throughout the warranty & CMC period at site. i.e. NEIGRIHMS, SHILLONG
3. Duly signed Mandatory PM reports must be submitted periodically failing which necessary action will be initiated as per term & condition of the tender.

C. Scope of work

1. The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work ,failing which bid will be treated as " Non-Responsive"
2. Prices of all accessories (reagents, consumables, controls closed/ open etc) need to be clearly indicated as % of the total price in the technical bid Technical Bid AT C1/2 and will be consider for evaluation as in BOQ or else bid will be treated as "non responsive". The CMC cost offered from 3rd to the 10th year to be indicated in the ATC and shall be quoted in percentage (inclusive of GST) and shall not exceed 5 % of the system cost.
3. E-bidder must adhere to Government of India, Ministry of Finance, PPD division Public procurement order OM F.No.6/18/2019-PPD dated 23rd july,2020 inserting Rule 144(Xi) in GFR 2017 ,No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3 or as amended from time to time , failing which the bids shall be treated as non-responsive.

D. Buyer Added Bid Specific Terms and Conditions :-

1. Generic

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

2. Generic

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

3. Generic

IT equipment shall be IPv6 ready from day one.

4. Generic

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

5. Generic

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

6. Generic

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

7. Generic

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

8. Scope of Supply

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

9. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

10. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

Sl no	Item	Qty	
1	ICU Ventilator With Integrated Metabolic Monitoring/ Automatic Closed Loop Weaning With PAV (Proportional Assist Ventilation)	4	24 lacs
2	Portable Point Of Care Ultrasound Machine	2	30 lacs
3	Enteral Nutrition Pump	15	6.9 lacs
4	Pneumatic Compression Device For DVT	10	3 lacs
5	Patient Warming System	5	13.5 lacs
6	Videolaryngoscopy System	1	18 lacs

11. OEM

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

12. Purchase Preference (Centre)

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

Further the details of Calculations of local content areas under:

Question 1. How to calculate Local Content?

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

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

Mathematically,

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

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

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

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

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

13. Service & Support

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

14. Service & Support

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

15. Service & Support

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

16. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates/ documents sought in the Bid document, ATC and Corrigendum if any.

17. Certificates

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

18. Certificates

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

19. Certificates

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

20. Certificates

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

21. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 8 years for the offered products at the rate not more than 5% of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of all the spares including UPS, PC, battery, Printer, Probes & upgradation of System Software & third party Software (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of CMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

22. Warranty

Warranty period of the supplied products shall be 2 years (as indicated in the technical specification / GeM condition) 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.

23. Warranty

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

24. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending

nding 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. Past Project Experience

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

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

27. Past Project Experience

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

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

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

28. Forms of EMD and PBG

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

29. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy / proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & time / Bid Opening date & time.

30. Forms of EMD and PBG

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

31. Forms of EMD and PBG

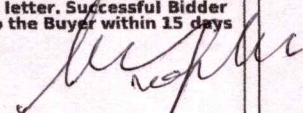
Bidders can also submit the EMD with Payment online through RTGS / Internet banking in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

32. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

33. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

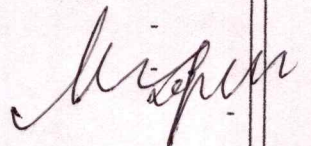


Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARBOMAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

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

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

1. Comprehensive Annual Maintenance Contract must include Labour, spares & Preventive Maintenance of all the excluding of battery, Accessories/Consumables
2. The terms and conditions of the tender and the agreement executed will be binding on the vendor/contractor. This offer is being issued in accordance with the terms & conditions of NEIGRIHMS /Government of India and in the manner specified herein shall operate to create a specific contract between the vendor/contractor (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.
3. The required spares to be replace must be genuine and certified from the OEM.
4. Repairs to be undertaken should be within specified configuration and maintaining the integration on internal circuit of equipment, any deviation on configuration/ specification the repair will not be acceptable. After repairs, a certificate to the effect that the equipment is in working order and safe for patient care and non-hazardous for the handler shall be submitted by the CMC holder.
5. Tenderer/Vendors/contractor is responsible to provide electrical and patient safety certificate after major repair of equipment which are used for direct patient care.
6. The system must be checked & calibrated after every spare changes and detail service report must be submitted to the user & BME.
7. 2 nos of Periodic preventive maintenance is mandatory irrespective of unlimited service /breakdown calls.
8. Same /Similar Standby system must be provided by the bidder if the system needs to send to workshop for any major repair.
9. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authorized signatory should be submitted before finalization of the agreement
10. The Performance security shall be denominated in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any nationalized bank in India or Bank Guarantee issued by a nationalized bank in India, pledge in favor of Deputy Director, NEIGRIHMS, and Shillong-793018 for an amount equivalent to 3% of the total cost of annual CMC. The validity of the Fixed Deposit receipt or Bank Guarantee will be upto 2 months beyond CMC period.
11. It may also be noted that there should be no negligence in providing services of any type, if any, complaint is received the contract will be terminated with immediate effect.
12. There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period. The vendor shall ensure optimum uptime of the system during CMC period, failing which the initiate shall initiate stern action, as deemed fit.
13. During Comprehensive Maintenance Contract period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
14. Processing of bill may be considered on yearly basis with satisfactory report from the user department. The AMC/CMC bills should be certified by the concerned Head of the Department/ In- Charge, BME and the respective DMS/MS.
15. Software updates should be provided free of cost during CMC. The first service call by the team of service engineers should be within 7 days of issue of this order
16. Settlement of disputes - Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
17. All other terms & conditions are as per award of contract mentioned in pre-page.
18. Bidders are required to sign the CMC contract agreement within 15 (fifteen) days from the issue of the letter of award/supply order, failing which EMD/security deposit may be forfeited or Contract declared null and void.
19. The bidder must abide by all statutory requirements of the region (Meghalaya) and trading license issued from the KHADC should be produced within 30 days after award of contract.
20. **Pre bid:-** E-Procurement Cell , Ground Floor, Director block, NEIGRIHMS Shillong -793018 Tel:0364-2538032/2539458 or through VC link



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

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

INFORMATION FORM

1. Full Name: SAI OM SAMAL

2. Gender: MALE

☒ Male ☐ Female

3. Religion: HINDU

☒ Hindu

☐ Christian

☐ Muslim

☐ Jain

☐ Sikh

☐ Others (Please specify): _____

4. Category: GENERAL

☐ ST

☐ SC

☐ OBC

☒ General.

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

(F) Special Terms and Conditions-

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
1. The sellers are registered on GeM based on self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
2. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
3. The price offered by the seller/bidder shall not, in any case exceed the 8 / 23 DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
4. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.
5. Comprehensive warranty: Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service / operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service / operational manual, at least once in six months, warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
6. Service centres: Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
7. Source of supply: It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa Invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
8. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination, Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
9. Spare Parts: Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the 9 / 23 buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
10. Installation, Training, Manuals: Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters specify any requirements regarding the installations, training and manuals the same shall also be applicable.
11. Electrical safety checking: Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent. In case they do not have required equipment for such testing should ensure that the equipment checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
12. Software: All software updates should be provided free of cost during the warranty period.
13. Triparted Agreement in-between NEIGRIHMS, Bidder (If OEM authorised bidder) and OEM should be submitted in the judicial stamp paper within 21 days of the award with regard to provision of services through the warranty & CMC period.

BETWEEN

North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences (NEIGRIHMS) having its permanent campus located at Mawdlangdi ang, Shillong - 793018 (hereinafter referred to as "NEIGRIHMS" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;

AND

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

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

WHEREAS NEIGRIHMS has floated the Tender, vide No: _____ (hereinafter referred to as "Tender /Bid") and intends to award, under I aid down organizational procedures, for

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

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

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

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

1. Commitments of NEIGRIHMS:-

NEIGRIHMS undertakes that no official of NEIGRIHMS, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

3. Commitments of BIDDER:-

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

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

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit

efit or other advantage, commission, fees, brokerage or inducement to any official of NEIGRIHMS or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

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

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

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

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

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

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

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

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

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

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

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

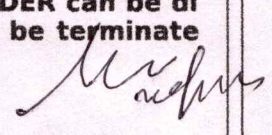
The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NEIGRIHMS.

4. Previous Transgression:-

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

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

5. Earnest Money (Security Deposit):-



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

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

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

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

6. Sanctions for Violations:-

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

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 statute enacted for prevention of corruption.

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

7. Fall Clause:-

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems

or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that at similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to NEIGRIHMS, if the contract has already been concluded.

8. Independent Monitors:

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

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

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

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

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

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

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

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

9. Facilitation of Investigation:-

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

10. Law and Place of Jurisdiction:-

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

11. Other Legal Actions:-

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

12. Validity:

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

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

The Parties hereby sign this Integrity Pact as part of the contract at _____ on _____.

1. Signed, Sealed and Delivered by the _____

2. Signed, Sealed and Delivered by the _____

(For the Bidder) In the presence of: _____

Independent External Monitor (IEM)

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

Sl. No.	Name of Independent External Monitor (IEM)	Address and Contact details
1.	Shri. R. Govindarajan, IRS (Retd.)	Flat F4, Capella, 29/10, Arcot Road, Salligramam, Chennai -600093; Mobile No. 9444908194 /8985970019; Email id: rgvlg@gmail.com
2.	Shri. Ganganna Satish, IFS (Retd.)	108, Devikripa, Vinayaka Layout, 2 nd main, Bhopasandra, near Sunrise School, Bangalore -560094; Mobile No. 9845256115; Email id: satishifs@gmail.com

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

Corrigendum in technical specification for item no. 5: Patient Warming System -5 units

All the bidders are requested to submit the technical compliance as per the specification mentioned below and attached in the "Buyer uploaded ATC document" for the Item no. 5: Patient Warming System -5 units instead of the "specification document uploaded on page no 8" of the bid document

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences

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

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

Store & Procurement Section; Email: storeneigrihms@gmail.com; Tele Fax: (0364) 2538032; www.neigrihms.gov.in**Reference:**

ü File no:- STSTOPRO-MEDI/4/2025-Stores

ü Agenda Agenda C-25/79 of 79thPC

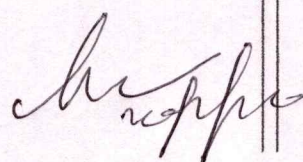
ü Relaxation under Rule 161(iv) of General Financial Rules 2017 for issuance of Global Tender Enquiry (GTE) for procurement of Medical Devices -reg. Reference: Department of Expenditure's OM No. F.411 12023-PPD (pt.) dated 28.06.2024.SI no 208,209

Description of Items:

Sl no	Item	Qty	Buyback item
1	ICU Ventilator With Integrated Metabolic Monitoring/ Automatic Closed Loop Weaning With PAV	4	NA
2	Portable Point Of Care Ultrasound Machine	2	Midray DC 7(HA-179S), procured vide OT -672/13-14 as mentioned below in point no 3
3	Enteral Nutrition Pump	15	NA
4	Pneumatic Compression Device For DVT	10	NA
5	Patient Warming System	5	NA
6	Videolaryngoscopy System	1	NA

2. Technical Specification:

" As per the buyer uploaded ATC document "

3. Buy Back Details


Sl. No.	Description of Stores Make	Qty.	Total Minimum Reserve Declared Value
1.	Midray DC 7(HA-1795), procured vide OT-672/13-14	1no	₹ 130000
Note: - The price offered in the e-price bid /BOQ shall be considered as <u>inclusive of the buyback value.</u> - The buyback value of the system /assets should <u>also be indicated in the ATC-1 & financial Document as percentage of the offered FOB /Basic Cost</u> of the system /assets in order to arrive at Book /Reserve value for the record of the Institute. - The buyback value should essentially cover the Minimum Reserve Declared Value. -The Institute reserve the <u>right to trade or not to trade</u> the old existing machines offered while purchasing a new one.			

Buyer Added Bid Specific Terms and Conditions:-

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

- Cost of spares, consumables and accessories not covered under warranty and CMC period shall be offered as percentage value of the system/unit in the Technical Bid ATC1/2. However, warranty includes all the spares including probes mentioned in the technical specification.
- Documents with regard to details compliance statement to be attached at "Additional Doc 2 (Requested in ATC)"
- Documents with regard to Original Literature, Product catalogue, technical datasheet from the firm/O.E.M with Highlighting as per the technical specification must attach At "Additional Doc 3 (Requested in ATC)"
- Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each store must be Additional Doc 4(Requested in ATC)"
- Component wise pricing of all equipment/turnkey/electrical/accessories/HVAC etc , must be submitted in the "Financial Document" and not in technical Bid. Any detail price bid/Component wise pricing should not be attached in the technical bid ,failing which bid will be consider as "Techno Commercially Non Responsive "

F. Warranty and Maintenance:

- Warranty for 2 years followed by CMC for 8 years including spares & service for all the items supplied in this particular tender including third-party items and turnkey works.
- Mandatory 2 PMs / Year with unlimited breakdown calls have to be attended by the Bidder/manufacturer throughout the warranty & CMC period at site,i.e. NEIGRIHMS, SHILLONG
- Duly signed Mandatory PM reports must be submitted periodically failing which necessary action will be initiated as per term & condition of the tender.

G. Scope of work

- The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work ,failing which bid will be treated as " Non-Responsive" Specification & Scope of Work ,failing which bid will be treated as " Non-Responsive"
- Prices of all accessories (reagents, consumables, controls closed/ open etc) need to be clearly indicated as % of the total price in the technical bid Technical Bid AT C1/2 and will be consider for evaluation as in BOQ or else bid will be treated as "non responsive". The CMC cost offered from 3rd to the 10th year to be indicated in the ATC and shall be quoted in percentage (inclusive of GST) and shall not exceed 5 % of the system cost.
- E-bidder must adhere to Government of India, Ministry of Finance, PPD division Public procurement order OM F.No.6/18/2019-PPD dated 23rd july,2020 inserting Rule 144(Xi)in GFR 2017 ,No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3 or as amended from time to time , failing which the bids shall be treated as non-responsive.

[Handwritten signature]