

Tender Enquiry No: NEIGR/S&P/OT/E -01/2025 -26**F. No: STOPRO-PMCY/3/2024-Stores****NOTICE INVITING TENDER (NIT)**

ONLINE OPEN TENDER ARE INVITED BY DIRECTOR, NEIGRIHMS FROM ELIGIBLE BIDDERS /FIRMS FOR OPERATION, SUPERVISION, MANAGEMENT AND RUNNING OF 24 (HOURS) X 7 (DAYS) PHARMACY STALL, IN THE PUBLIC UTILITY BLOCK, NEIGRIHMS, MAWDIANGDIANG, SHILLONG -793018, FOR A PERIOD OF FIVE YEARS.

Bid Document Downloading Start Date:	14:00 hours of 08.04.2025
Pre-Bid Conference and Clarification Date:	16:00 hours of 17.04.2025
Last Date and Time for Submission of Bid Document Online:	14:00 hours of 08.05.2025
Last Date and Time of Receipt of Earnest Money Deposit (<i>hard copy</i>):	14:00 hours of 08.05.2025
Date and Time of Opening of Techno -Commercial Bids:	14:30 hours of 09.05.2025
Cost of Earnest Money Deposit (EMD):	Rs 2,00,000/-
Tentative schedule after completion of Technical Commercial Evaluation subject to inputs from respective committee /authority:	60 days from the date of opening of Techno – Commercial Bid
Tentative schedule for awarding of contract including institutional requirement, justification of cost and on approval of the Competent Authority.	60 days from the date of opening of e -Price Bid /BOQ

Bidders /Tenderers can download the tender /bid document from Central Public Procurement Portal website at www.eprocure.gov.in Bidders /Tenderers are required to submit their bid online by uploading all the relevant documents through www.eprocure.gov.in

Tender document can also be downloaded from the Institute's website at www.neigrihms.gov.in For further details regarding tender amendment /addendum /date extension please visit website: www.eprocure.gov.in



North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences
(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)

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

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SECTION –II
GENERAL INSTRUCTION TO TENDERERS

Online e-bids, in two e-bid system, are invited by the Director, NEIGRIHMS, Shillong for **"Selection of bidder/firm for setting up and operating the 24 (hrs) x 7 (days) Pharmacy in the Public Utility Block, NEIGRIHMS, Mawdiangdiang, Shillong for a period of five (05) years"**, as per enclosed specification and related terms and conditions.

1. E-bidders would be required to register on the Central Public Procurement Portal at www.eprocure.gov.in, using valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the e-bidding process. On registration with the Portal, they will be provided with a user id and password by the system through which they can submit their e-bids online.
2. Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
3. E-bidders can download the e-bid document from the Central Public Procurement Portal website at www.eprocure.gov.in. E-bidders are required to submit the e-bid online by scanning and uploading all the relevant documents through www.eprocure.gov.in.
4. E-Tender document can also be downloaded from the NEIGRIHMS's website at www.neigrihms.gov.in. For further details regarding Amendment/addendum/Extension please visit website: www.eprocure.gov.in and www.neigrihms.gov.in.
5. Earnest Money Deposit (EMD) of INR 2, 00,000 (*Rupees Two lakhs only*) in the form of call deposit, Banker's Cheque, Fixed Deposit or Demand Draft, drawn in favour of EMD & Security Account, NEIGRIHMS, Shillong or Bank Guarantee of any Scheduled bank, shall be scanned and submitted online, along with the technical e-bid, within the period of e-tender online submission date and time.
6. Traders/sole agents/ Distributors are excluded from availing the facilities/benefits extended under the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 as per directive of Ministry.
7. In the event of date being declared as a closed holiday for purchaser's office, the due date of submission of e-bids online and opening of e-bids online will be the following working day at the appointed times.
8. E-bidders need to scan and upload the required documents as per the list mentioned in the e-Tender document along with the technical e-bid.
9. The technical e-bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the e-tender document. All statements, documents, certificates, proof of EMD/Affidavits etc. uploaded by the e-bidders will be verified and downloaded for technical evaluation and the result of technical e-bid evaluation will be displayed on www.eprocure.gov.in in which can be seen by all e-bidders who participated in the e-tender.
10. The e-bidders should download the BoQ.xls from CPP portal and fill in the blank spaces provided for mentioning the name of the e-bidder and rates. E-bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of the same BOQ in.xls format. NEIGRIHMS/ Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.
11. The financial e-bid (price e-bid) ie, Bill of Quantity (BOQ) of only technically qualified e-bidders will be opened online by a committee of members and the result will be displayed on the www.eprocure.gov.in in which can be seen by all e-bidders who participated in the e-tender.
12. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that the firm is not supplying the same item at lower rates quoted in this tender to any Government/Private organization or any other institution during past one year, as per "FALL CLAUSE" adhered by DGS & D and other Government agencies.
13. The firm /successful bidder must give an affidavit duly attested by the Notary Public/ Magistrate First class (in original) on a non-judicial stamp paper of Rs. 10/- that there is no Vigilance /CBI case pending against the firm/successful bidder and No conviction Certificate from State Drug Controller and certificate to the effect that there is no case pending under the Drugs & Cosmetics Act 1940 and rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years (copies to be attached).
14. Bidders are required to sign and submit the Integrity Pact agreement, as per the prescribed format annexed.
15. At any time prior to the date of submission of e-bid, the Director, NEIGRIHMS may, for any reason, whether at his own initiative or in response to a clarification from a prospective e-bidder, modify the e-bidding documents by an amendment. All prospective e-bidders who have received the e-bidding document will be

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notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the e-bid. The Director, NEIGRIHMS, may at his discretion, extend the date and time for submission of e-bids. The e-tendered rates and the validity of e-bids shall be for a minimum period of 180 days from the date, as the e-tender are finalized/ awarded.

16. NEIGRIHMS reserves all right to make any changes in terms and conditions of the e-tender and also to reject any or all e-bids without assigning any reason thereof.
17. Settlement of disputes- Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision taken by the authority will be binding on all concerned. The jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial courts, Commercial division, and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre institution mediation, has been made mandatory in respective cases by the parties to the disputes. The mediation shall be under the authorities constituted under the Legal Service Authority Act, 1987. Venue of the arbitration: The venue of arbitration shall be the place where the contract has been issued, i.e., Shillong.

For any clarification and further details please contact @ Telephone No.: 0364 – 2538032 or contact in person during office hours.

Sd/-

Store & Procurement Officer,
For and on behalf of Director, NEIGRIHMS, Shillong.

SECTION –III
SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

NEIGRIHMS is a super specialty medical institution for post graduate education, research and customer care services. NEIGRIHMS is located in Mawdiangdiang, Shillong-793018 and has a capacity of 594 beds at present. NEIGRIHMS desires to "Select bidder /firm for setting up and operating the 24 (hrs) x 7 (days) Pharmacy in the Public Utility Block, NEIGRIHMS, Mawdiangdiang, Shillong for a period of five (05) years".

Offers should be based in 2 e-bid system:

- i) Technical e-bid.
- ii) Price E-bid (BOQ).

1. The contract for setting up and operating the 24 (hrs) x 7 (days) Pharmacy in the Public Utility Block, NEIGRIHMS, Mawdiangdiang, Shillong shall be valid for a period of five (05) years from the date of award. The initial contract period will be for one year with provision for subsequent annual renewal based on satisfactory performance by successful Bidder through the institutional mechanism. It may be made clear that the said contract period may only be extended by the Director, NEIGRIHMS, if the situation warrants, till the finalization of the next tender, if required. However, NEIGRIHMS reserves the right to terminate the contract with one month's notice.
2. If NEIGRIHMS desires, that it is not necessary to appoint firm/agency for running of Pharmacy in public interest, NEIGRIHMS may not proceed for further tendering on expiry of five years. It is made clear that the notice inviting tender shall not be the precedent for floating of tender in respect of the premises, for all times.
3. The terms and conditions of the tender and the agreement executed will be binding on the successful bidder. This offer is being issued in accordance with the terms and conditions of NEIGRIHMS/Government of India and in the manner specified herein shall operate to create a specific contract between the firm/agency (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.
4. Eligibility Criteria: Essential conditions for bidders:
 - a. The bidders/tenderer must have three (03) years' experience of operating a Pharmacy Store in a Government /Public Sector /reputed Private Hospital, in the last five financial years (i.e. 2019-20, 2020-21, 2021-22, 2022-23, 2023-24).
 - b. Average Annual Financial Turnover of the bidder from Pharmacy should not be less than INR 60,00,000.00 (Rupees Sixty lakhs only) for the last five financial years (i.e. 2019-20, 2020-21, 2021-22, 2022-23, 2023-24).
 - c. Bidder should be sole entity registered under relevant law in India. Consortium or Joint Ventures are not allowed to quote.
 - d. Deleted
 - e. Bidders/ Tenderers must hold valid license for running a Pharmacy Shop/Outlet, as on the date of bid opening, in specified forms for various categories of Allopathic medicines/ Medicinal drugs issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The Pharmacist must not have been convicted by the State Drugs authorities and no case should be pending under the Drugs and Cosmetics and no case should be pending under the Drugs and Cosmetics Act and Rules.
5. The successful bidder must give an affidavit duly attested by the Notary Public/Magistrate First class (original) on a non-judicial stamp paper of Rs. 10/- that there is no vigilance/CBI case pending against the firm/successful bidder and No conviction certificate from State Drug Controller and certificate to the effect that there is no case pending under the Drugs & Cosmetic Act 1940 and rules made there under as well as under Drug Price Control order (DPCO) against the firm during the last 5 years (copies to be attached). However, to submit the bid the bidders may submit an affidavit to this effect, duly sworn before a first-class magistrate.
6. The successful bidder should enclose a valid self-attested copy of Drug License, PAN number and other valid document regarding the existence and registration of the firm.
7. Upon award of the contract, the successful bidder/tenderer shall engage at least three (03) qualified Pharmacists possessing a Diploma or Degree in Pharmacy from a recognized Institute, along with a valid registration certificate from the Pharmacy Council of India or any State Pharmacy Council, including details of renewal. Additionally, the successful bidder shall be required to obtain a separate license for operating a Pharmacy Outlet at NEIGRIHMS.

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8. That the intended bidder shall ensure that no bid has been submitted by the tenderer/bidder on behalf of other successful bidder or the tenderer/bidder is not a partner or director of a firm/company that has participated in the said tender. If subsequently on acceptance of tender it is found that the successful bidder is also one of the beneficiaries of the intended firm that had participated in the said tender, award of contract would be stand terminated forthwith alongside the security deposits also be stand forfeited.
9. Proof of ownership/ partnership etc. shall be submitted along with verification of address, telephone & fax numbers.
10. The successful bidder must agree to all the terms and conditions mentioned in the tender document, in this connection including service, penalty etc.
11. The successful bidder must sign the contract agreement within 21 (twenty-one) days from the issue of the letter of award, failing which EMD/security deposit may be forfeited. The successful bidder shall have to enter into an agreement with NEIGRIHMS and the cost incurred in this connection shall be borne by the successful bidder.
12. In case the successful bidder furnishes false information their tenders/bids will be rejected and their Security Deposit/ EMD will stand forfeited.
13. At any time prior to the date of submission of a bid, the Director, NEIGRIHMS may, for any reason, whether at his own initiative or in response to a clarification from a prospective bidder, modify the bidding documents by issuing a corrigendum. All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid, the Director, NEIGRIHMS, may at his discretion, extend the date and time for submission of bids.
14. NEIGRIHMS reserves all right to make any changes to the terms and conditions of the tender and to reject any or all bids without assigning any reason thereof.
15. Settlement of disputes- If there is any dispute or differences, the same may be referred to Director, NEIGRIHMS. The Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and the decision taken by the authority will be binding on all concerned. Therefore, the jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial courts, Commercial division, and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre institution mediation, has been made mandatory in respective cases by the parties to the disputes. The mediation shall be under the authorities constituted under the Legal Service Authority Act, 1987.

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List of the documents to be submitted by the prospective bidders:-

Following documents needs to be submitted by the bidders along with their technical bid, failing which their bids will be considered technically nonresponsive:

Sl. No.	Details of the Document
1.	Self-attested copy of valid licenses for various categories of allopathic medicines issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
2.	Self-attested copy of GST Registration Certificate.
3.	Self-attested copy of PAN card under the Income Tax Act.
4.	Self-attested copies of audited annual turnover duly certified by Chartered Accountant along with profit and loss account and income and expenditure statement of the firm for the preceding 3 consecutive Financial Years
5.	Self-attested copies of latest GST return of the firm for the preceding 3 consecutive Financial Years (2021-22, 2022-23, 2023-24).
6.	Declaration regarding the Bidder must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 as here under as well as under Drug Price Control Order (DPCO) against the firm during last five years.
7.	Self-attested copy of UTR/Proof of Earnest Money Deposit Submission.
8.	Power of attorney, in case an authorized representative has signed the tender.
9.	Self-attested copy of any one of the following, as the case may be: <ul style="list-style-type: none"> Valid Certificate of Incorporation Valid Certificate of Registration Valid Partnership Deed
10.	Undertaking that the Bidders accept all terms & conditions of the tender document.
11.	Undertaking that the bidders have no conflict of interest with the other bidders.
12.	Work orders along with the value as proof for the work experience.
13.	Authorization letter from manufacturer/s
14.	Undertaking that the bidders are Traders/Sole Agents/Distributors
15.	Undertaking that there is no Vigilance/CBI/FEMA case pending against them.
16.	Undertaking that on award of contract, bidder/tenderer shall engaged at least 03 (three) qualified Pharmacists with a Diploma/ Degree from a recognized Institute and with registration certificate from Pharmacy council of India/ any State Pharmacy council including renewal details. Separate license for operation of Pharmacy Outlet at NEIGRIHMS shall have to be obtained by the successful bidder.
17.	Self-attested copy of the valid BIS/CDSCO/State Drug Controller/WHO-GMP Certificate.
18.	Duly filled in, signed upon and stamped Tender Application Form (Form X).
19.	Undertaking that the bidder has not been deregistered/banned/blacklisted by any Govt. Authorities.
20.	Self-attested copy of No Conviction Certificate from State Drug Controller
21.	Undertaking that the Pharmacy will fulfil all the criteria as per the Pharmacy Act.
22.	Self-attested copy of the valid ESI/EPF Registration, as applicable
23.	Solvency Certificate for Rs 100.00 Lacs (One Hundred Lacs only) from a Scheduled Commercial Bank.
24.	Self-attested Copy of proof of identity and proof of residence of the person managing affairs of the firm and authorised person. (Copy of Passport, Aadhaar, Voter ID, Valid DL etc.)
25.	Undertaking/declaration that the bidder does not have any close or direct relationship with any employee of NEIGRIHMS.

SECTION IV:
GENERAL CONDITIONS OF CONTRACT (GCC)

General terms and conditions of contract for setting up and operating the 24 (hrs) x 7 (days) Pharmacy in the Public Utility Block, NEIGRIHMS, Mawdiangdiang, Shillong for a period of five (05) years:

1. The Tenderer/Bidders are advised to visit the proposed shop for the retail outlet before participating in the tender.
2. That the prospective bidder shall ensure that no bid has been submitted by the tenderer/bidder on behalf of other agency or the tenderer/bidder is not a partner or director of a firm/ company that has participated in the said tender. If subsequently on acceptance of tender, it is found that the successful bidder is also one of the beneficiaries of the intended firm that had participated in the said tender, award of contract would be stand terminated forthwith alongside the security deposits also be stand forfeited.
3. In the event of failure on the part of the successful bidder to provide adequate service, then, necessary action will be taken by NEIGRIHMS. If there is any complaint against the successful bidder, the successful bidder shall be given an opportunity to furnish an explanation within 7 (seven) days. If the explanation is not satisfactory, the appropriate authority reserves the right to impose a penalty in addition to termination of contract and the decision of the Director, NEIGRIHMS, Shillong, shall be final and binding on the successful bidder.
4. The bidder shall arrange & will be responsible for all clearances/ formalities including drug license from State Drug Controller for opening the pharmacy in the allotted space.
5. Bid Opening & Evaluation Criteria:
 - (a) NEIGRIHMS will open all the online Bids received on the date mentioned in Notice Inviting Tender or such other date as may be decided by NEIGRIHMS at its discretion.
 - (b) Initial Scrutiny and criteria for rejection of the bid:
 - (i) If the bid is not complete in all respect.
 - (ii) If the Bid Security furnished does not conform to amount & validity period.
 - (c) Subsequent Evaluation Process:
 - (i) After the initial scrutiny of the technical proposal, detailed scrutiny of the documents submitted along with the bid with respect to establish the fulfilment of the qualification shall be carried out.
 - (ii) At this stage all those bids that qualifies or full fill the eligibility criteria shall be shortlisted for evaluation based on submitted documents.
 - (iii) Selection method under this tender will be 30% weightage shall be given for Discount offered on MRP and 70% weightage shall be given to Highest Lease Rental /License Fee offered.
 - (iv) In the event, the date of opening as above is declared Govt. holiday, then the bid opening shall be done at the same time on the next working day.
 - (v) The contract shall be awarded to the vendor with highest combined score offered in the financial bid calculated using formula as under:
 - Final Combined Weightage Score = (Flat Discount Offered x 30%) + (Reserve Rent /License Fee offered x 70%)
 - (vi) NEIGRIHMS reserves the right to seek clarification on the bids submitted and can ask for additional information/documentary evidence or clarification. Bidder shall be solely responsible for any error made in Technical or Financial bids.
 - (vii) Any effort by a Bidder to influence evaluation/selection processing or award decision may result in the rejection of its Bid.
 - (viii) In case of a tie (i.e., equal weighted calculated average), following criteria shall be applied for tiebreaking:
 - Annual Turnover shall be checked, and contract awarded to bidder having higher average turnover for the last five financial years (i.e. 2019-20, 2020-21, 2021-22, 2022-23, 2023-24).
6. The successful bidder will have to submit a Performance Security of Rs 6,00,000 (Rupees Six lakhs only), drawn in favour of EMD & Security Account, NEIGRIHMS, Shillong which will be valid up to sixty days beyond the validity period of contract. The performance Security shall be in any one of the forms namely Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

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7. NEIGRIHMS does not assure/ guarantee the bidders of sale volumes. The bidders, prior to quoting rates, must make their own market study to estimate the sale volumes for the purpose of assessing the financial viability of their proposal. Conditional bids in this regard would be summarily rejected.
8. NEIGRIHMS reserves the right, in future, at any point in time to create additional facilities for the growing requirement of the NEIGRIHMS.
9. The successful bidder shall be responsible for making available adequately qualified staff in sufficient numbers in the pharmacy as per the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
10. The successful bidder shall ensure implementation of government schemes for patients registered under Megha Health Insurance Scheme (MHIS), department of Health & Family Welfare, Government of Meghalaya and/or any other government schemes as per instruction of the Medical Superintendent, NEIGRIHMS.
11. The successful bidder must indemnify that the successful bidder shall not represent to a third party during the currency of Contract in NEIGRIHMS, as an employee of NEIGRIHMS, Shillong and issue any identity card indicating any authority of NEIGRIHMS, Shillong.
12. NEIGRIHMS will reject the proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.
13. The successful bidder will ensure that, the rejection of the Tender without any reason will not be caused for any liability to the affected bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such decision.
14. Bidders/Firms whose Drug retailers' license have been cancelled by the concerned authorities and for proceedings are pending in a Court of Law need not apply.
15. The Director, NEIGRIHMS reserves the right to reject all/any bid documents without assigning any reasons.

SECTION V
SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The pharmacy should stock routine and lifesaving drugs as per National List of Essential Medicine (NLEM) (Annexure IX) and Indian Pharmacopoeia from companies having a certificate.
2. They should keep all essential medicines and drugs from reputed manufacturing companies only.
3. The medicines/items being stocked in the pharmacy should have relevant laboratory testing reports as per latest Drugs & Cosmetics Act and Rules, which should be checked by the pharmacy /pharmacist at the time of receiving the supplies and to maintain refrigeration for medicines in cold chain or refrigerator.
4. The successful bidder shall have to issue a computer-generated cash memo/invoice for sale of medicine mentioning Sl. No., name of the medicine/item supplied, quantity, batch number, lot number, date of manufacturing, date of expiry, MRP, Discount on MRP and Net amount and other standard details of cash memo and *in no case any medicines or items will be dispensed by the successful bidder without a computer generated cash memo.*
5. Hospital Information System (HIS)/e-Hospital provided by NEIGRIHMS shall be used for billing purpose (as and when Hospital Information System (HIS)/e-Hospital implemented by NEIGRIHMS). However, for inventory management, successful bidder can use its own software.
6. The successful bidder shall submit a monthly sales summary every month and GST Returns details without fail to the institute.
7. The firm/successful bidder should mandatorily accept Digital Payment in the form of Debit/Credit /Prepaid Card /E –Wallet /UPI /APS /USSD facility or any other digital mode and receipt of the same should be provided to the customers.
8. Certificate to the effect that the Pharmacy will fulfill all the criteria as per Pharmacy Act should be furnished and non-compliance/violation of this provision will automatically invite action as per regulatory authority.
9. The Pharmacy should be open for 24 (twenty-four) hours and on all 7 (seven) days a week, else the firm /successful bidder shall have to pay a penalty as imposed by the Institute. The pharmacy will stock and provide sufficient necessary medicines/items. The medicines/items available at the pharmacy should not be beyond the expiry date. At least one Pharmacist should be deployed for managing the Pharmacy in each shift (i.e., the successful bidder must deploy 3 pharmacists for 24 x 7 operation of pharmacy).
10. The successful bidder shall ensure provision and sale of quality products, medicines, consumables, surgical, chemicals, reagents, etc. and in no case the items as above which are spurious, soiled, damaged, post-dated and expired would be stocked, sold, or supplied by the successful bidder. Breach of these conditions will entail immediate suspension and cancellation of the contract. The products shall conform to the rules & laws of the Govt. regarding their sale. There should not be any spurious or misbranded drugs in the pharmacy store.
11. The stores available at the Pharmacy should not exceed the MRP declared by the Manufacturer.
12. The pharmacy will be subjected to inspection by NEIGRIHMS and other authorized officials from time to time.
13. The successful bidder for his own interest should have to carry out the minor repairing, maintenance, establishment of shop like furniture/ fixtures, stationeries, if required connectivity of telephone for proper communication and that will have to be met by the successful bidder/party concerned. NEIGRIHMS shall allow the successful bidder for painting and whitewashing without modifications of the existing premises, subject to the approval of the authority of NEIGRIHMS. The successful bidder must also install the electricity meter, if not installed previously.
14. The successful bidder will always ensure the availability of all medicines & surgical consumables. In case of non- availability of any item, the firm will make arrangement immediately to procure the requisite item and provide the same within reasonable time to facilitate the patient care, preferably within an hour to the patient.
15. Performance security is liable to be forfeited if selected pharmacy:
 - Fails to adhere to the terms and conditions of the contract.
 - Supplies any sub-standard, spurious medicines, substituted medicine etc.
 - Non-availability of common medicines/surgical consumables etc.
16. The successful bidder should also abide by the rules and regulations of the local/Government authorities and provisions of the applicable laws. The bidder will have to manage the pharmacy and will not sublet the same to a third party failing which the contract will be deemed to be terminated.
17. The successful bidder shall not store empty packing cases or baskets or any goods or any other material on the open spaces around the premises or any other place from where such goods or material may be visible

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from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than public passage.

18. Indemnity: The bidder shall indemnify the NEIGRIHMS against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of his contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevalent in India and will free the authority of NEIGRIHMS from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The successful bidder will pay all indemnities arising from such incidents without any extra cost to NEIGRIHMS and will not hold the NEIGRIHMS responsible or obligated. NEIGRIHMS may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses to defend the case.
19. The responsibility of maintaining the cleanliness and hygienic condition of the Pharmacy will be with the successful bidder, at their own cost, and adequate & appropriate disposal of waste as per relevant rules.
20. The staff (not below the age of 18 years) employed by the contractor shall have to be medically fit.
21. The successful bidder shall keep NEIGRIHMS premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the successful bidder or worker/employees deployed for operating the pharmacy, the same shall be rectified by the successful bidder at his own cost either by rectifying the damage or by paying cash compensation as may be determined by NEIGRIHMS.
22. The successful bidder shall have to vacate and handover peacefully the possession of the space given for running the pharmacy in the public utility block on expiry of the contract period within a period of one (01) month. In any event, if the successful bidder intentionally and deliberately refuses to vacate and handover the possession of the premises on time, then the successful bidder shall have to pay penalty @ INR 5000.00 (*Rupees Five Thousand only*) per day till the time the successful bidder occupies the pharmacy area in Public Utility Block in addition to any other expenses/dues that will be incurred to vacate the premises apart from the performance security being forfeited.
23. In case there is any litigation for the default of bidder and NEIGRIHMS become a necessary party in the court, the expenses to be incurred for the same will be borne by the bidder.
24. Books of accounts reflecting every day's transaction of purchase of medicine with batch Nos and date of manufactures and date of expiry, store accounts of Drugs and medicines shall be maintained as per approved procedure, which will be subject to inspection by the members from Pharmacy Monitoring Committee, NEIGRIHMS from time to time.
25. Disputes & Arbitration: If any dispute or difference of any kind whatsoever, which is not specifically stipulated in the General Condition of Contract/Special Condition of Contract and any differences caused between the parties in connection with or arising out of the contract, irrespective of whether during the currency of contract period or upon completion and/ or on termination, abandonment, or breach of the contract, shall be referred to and settled by sole arbitration by the qualified person appointed by the Director, NEIGRIHMS, as per applicable provisions of Arbitration & Conciliation Act, 1996. The decision of the Arbitrator will be final and binding on both the parties. However, if the matter is not settled through arbitration, the court in Shillong shall have the jurisdiction to decide upon any dispute arising out of or in respect of the contract.
26. On violation of any terms and condition of contract, the administration reserves the right to terminate the contract without assigning any reason on one (01) month notice.
27. Penalty Clause: In case of unsatisfactory performance with regard to maintenance of Pharmacy stall as per subject name and description of work, schedule of work and terms and conditions of agreement pointed out during daily and periodical inspection by the concerned authority, the bidder/contractor will be penalized on each occasion/classification of deficiency as mentioned below would be final and binding on the bidder. The amount of fine shown in the table below would be imposed on each occasion against each deficiency in 24 hours.

Sl. No.	Classified Deficiency	Penalty to be imposed
1.	Work force not wearing appropriate & adequate uniform, name badge, photo identity card (should not mention NEIGRIHMS in any way and also not to put NEIGRIHMS logo).	INR 5000.00 (Rupees Five Thousand only) on each occasion.
2.	Employment of staff below 18 years	Termination of Contract
3.	Drug license not readily available in chemist stall during inspection	INR 10,000.00 (Rupees Ten Thousand only) on each occasion.
4.	Non – maintenance of cleanliness/improper disposal system	INR 10,000.00

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	of chemical waste/any damage to the building/any modification or alteration in the building by the successful bidder without permission from appropriate authority of NEIGRIHMS in writing.	(Rupees Ten Thousand only) on each occasion.
5.	Selling of items above approved rates	INR 5000.00 (Rupees Five Thousand only) on each occasion.
6.	Subletting of Pharmacy	Termination of Contract
7.	Selling eatable items which are not allowed	INR 5000.00 (Rupees Five Thousand only) on each occasion.
8.	Pharmacy not kept open for 24 hours on any day of the week	INR 5000.00 (Rupees Five Thousand only) on each occasion.
9.	Failure of provision of Digital Payment	INR 5000.00 (Rupees Five Thousand only) on each occasion.
10.	Failure to maintain refrigeration of medicines	INR 10,000.00 (Rupees Ten Thousand only) on each occasion.
11.	Failure to keep common /essential items, as listed in the bid document	INR 10,000.00 (Rupees Ten Thousand only) on each occasion.
12.	Medicines/items supplied fails to meet the quality standard	INR 10,000.00 (Rupees Ten Thousand only) on each occasion.
13.	Any other deficiencies pointed out by the official not indicated in the penalty of this tender document.	Fine up to the discretion of NEIGRIHMS administration not less than INR 5000.00 (Rupees Five Thousand only) on each occasion or termination of the contract as per the discretion of NEIGRIHMS.
14.	Dispensing medicines/items without computer generated cash memo.	INR 10,000.00 (Rupees Ten Thousand only) on each occasion.
15.	Successful fails to meet the quality standard as per the test conducted by the Drug Controlling Authority or by NEIGRIHMS through a NABL accredited laboratory drawing random sample	INR 10,000.00 (Rupees Ten Thousand only) on each occasion.

28. That a notice board (White board 6 feet x 4 feet –mentioning discount offered, as per categories of items /stores shall be displayed prominently by the bidder /contractor at a conspicuous position within the premises and a Complaint Box (3 feet x 4 feet labelled as 'Complaint Box'). The box should be locked, and the key is to be deposited with the Medical Superintendent Office.
29. NEIGRIHMS administration shall have the right to terminate the contract (which shall be final and binding on the parties), in case the successful bidder does not conform to the above conditions after being given due notice in respect thereof.
30. The successful bidder will have to pay the monthly electricity charges, as per actual consumption, as per Bills of the Engineering Section.
31. All Electrical consumables like bulbs, tubes etc. are to be replaced by the successful bidder in case they are damaged/non functional.
32. The successful bidder shall not be permitted to draw any electrical connections/extensions etc. without obtaining approval from the NEIGRIHMS in writing.
33. Water tax if any, shall have to be paid as and when imposed by the NEIGRIHMS.
34. There shall be no structural damage to the premises.
35. NEIGRIHMS cannot ensure 24 (hrs) x 7 (days) electricity power supply. The successful bidder must install their own UPS, if required, to run their storage facilities with due intimation to the NEIGRIHMS in writing.
36. In case the bidder/contractor make/ makes any default in the payment of the tax or any other charges that may be due to the Administration for consequent three months, it will be cause for termination of contract and the Administration shall be at the liberty to recover such rent or other dues from the said amount of Security Deposit, on forfeiting security deposits on termination of contract. The administration of NEIGRIHMS shall recover the damages if any and the balance if any shall be refunded and proceed to resume possession in the manner stipulated herein.
37. In case of bidder/contractor commit/ commits any breach of this provision of this agreement or in the event of failure of bidder/contractor in payment of rent/license fee, the bidder/contractor would be served with 7 days (seven days) NOTICE to take remedial action. On expiry of the period of 7 days' notice, if the bidder/contractor fails to take remedial action, the Administration will have the liberty to issue 48 hours (forty-eight hours) NOTICE of termination. On expiry of 48 hours' notice period, the contract would be

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terminated. On such termination, the bidder's entire Security deposit available with the administration will be forfeited. The contract will be terminated at "Risk and Cost" of the bidder/Contractor under the provision of General Conditions of Contract.

38. That the successful bidder shall be responsible for any tax, duties etc that are payable which may be imposed by the Administration of the Central or State Government at any point of time, during the currency of the contract.
39. Any issue not specially covered by the above shall be referred to the Director, NEIGRIHMS, whose decision shall be final and binding.
40. The NEIGRIHMS may also operate its own internal pharmacy, for provision of essential drugs/ medicines to the registered patient of the NEIGRIHMS, to which the bidder/lessee will not have any objection.
41. If the NEIGRIHMS desires it is not necessary to engage a successful bidder for running of Pharmacy in Public Interest, the NEIGRIHMS may not go for further on expiry of five years. It is made clear that the notice inviting tender shall not be the precedent for floating of tender, in respect of the premises for all times.
42. The pharmacy will accept the stock of unconsumed/unused stock of medicines/consumables/items etc., from the patient, if returned to the pharmacy in good & original pack within a week of purchase along with the original cash memo and refund the amount.
43. Quality Testing:
 - (a) State Drug Control Authority or any other Officials/Successful bidder authorized by Drug Control Authority or by NEIGRIHMS, have every right to visit the pharmacy in public utility block and collect random samples for testing and conduct inspection on quality storage as per the provisions of Drugs & Cosmetic Act, 1940 and under other relevant laws in force.
 - (b) If, as per the test result, the sample is declared to be "Not of Standard Quality" or spurious or adulterated or mis-branded as per Drugs & Cosmetic Act, 1940 such batch/batches will be deemed to be rejected goods and to be removed immediately by the successful bidder from the pharmacy.
 - (c) The successful bidder shall be penalized for each such finding which fails to meet the quality standard as per the test conducted by the Drug Controlling Authority or by NEIGRIHMS through a NABL accredited laboratory drawing random sample. The penalty shall be levied @ INR 10,000.00 (Rupees Ten Thousand only) on each occasion.

TENDER APPLICATION FORM (FORM X)
(to be submitted along with technical e-bid)

1.	Name of the firm: -	
2.	a. Full postal address: -	
	b. Cell phone No.: -	
	c. Telephone No.: -	
	d. Fax No: -	
3.	a. Date of Establishment of Firm: -	
4.	a. If your firm registered under: -	
	b. Drug license details: -	
	c. Any other act, if not, who are the owners (Please give complete address)	
5.	Name and address of your Bankers stating the name in which the Account stands: -	
6.	Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no.	
7.	Total no. of manpower: -	
8.	Are you in the list of approved agencies of any other organization/ institutions, if any give details (Append extra page if necessary): -	

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9.	Give details of any Government contracts executed during the last twenty-four months (<i>Append extra page if necessary</i>): -	
10.	Any other information which you consider necessary to furnish: -	
12.	No. of manpower engaged: by the successful bidder at present.	

UNDERTAKING:

1. I, the undersigned, certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The license fee quoted by me is valid and binding upon me for the entire period of the contract.
3. The Earnest money of Rs.....to be deposited by me has been enclosed herewith vide PBG/FD No..... dated..... drawn on bank.....branch.....
4. I/We give the rights to NEIGRIHMS, Shillong to forfeit the earnest money deposited by me/us if any delay occurs on my/our part.
5. There is no Vigilance/CBI case or court case pending against the firm.

Date: -
Place: -

Signature of the Successful bidder: -
Designation: -

Full name: -

(Official seal of the successful bidder)

AFFIDAVIT
(to be submitted along with technical e-bid)

I /We(Name) Contractor/Partner/Sole proprietor (strike out word which is not applicable) of (Firm).....do hereby declare and solemnly affirm to the fact that the individual firm/companies are not blacklisted by the Union or State Government or any partner or shareholder thereof are not directly connected with or has any subsisting inters in business of my/our firm.

I/We have disclosed the true information in respect of the Notice inviting tender and no part of it is false and nothing has been concealed. I/ We further declare that if any declaration is found incorrect, the security deposits is liable to be forfeited in addition to other penal action for the same.

DEPONENT

Address.....
.....

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed. I/ We further declare that if any declaration is found incorrect, the security deposit is liable to be forfeited in addition to other penal action for the same. I sign this affidavit on this the Day of.....at.....

Dated.....

DEPONENT

(Note: - To be furnished on non-judicial stamp paper duly attested by the Notary Public)

TENDER FORM
(to be submitted along with technical e-bid)

Date.....

To,

.....

.....

(Complete address of the Purchaser)

Ref: Your TE document No.....dated.....

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No.....dated.....(if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (Description of goods and services) in conformity with your above referred document for the sum indicated in the price bid, attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with performance security of the required amount in an acceptable form for due performance of the contract.

We agree to keep our tender valid for acceptance, read with modification, if any or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that we do not stand being deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/corrigendum if any.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign tender for and on behalf of

.....

.....

Annexure- IV

Category of Items with details:

Sl. No.	Category of items with details
1.	<p>Medicines (including Parental Formulations/ Injectables/ Biologicals/ Peroral/Oral formulations/Contrasts and diagnostic consumables):</p> <p><i>Examples (indicative but not limited to):</i>All categories of medicines meant for Subcutaneous (SC)/ Intramuscular (IM)/Intravenous (IV)/ Intrathecal/ Intradermal (ID)/Intraperitoneal/Sterile water for Injection/ Intravenous Fluids/ Parenteral Nutrition/ Diagnostic Injection/Diagnostics contrasts/DEPOT Preparations/ Immunological/ Recombinant products/Plasma delivered products/ Hormone Products/Insulin/Vaccines/ Toxoids/Tablets/ Capsules /Suspensions/ Syrups/ Solutions/ Suppository/Rectal/Vaginal Route/ Topical formulations/Transdermal/Transmucosal/ Sub-Lingual/Buccal/ Inhalations/Ocular route/Otic Route/Nasal Route/Nebulization Route/Oral drops/etc.</p>
2.	<p>Surgical items (including disposables, dressing material)</p> <p><i>Examples (indicative but not limited to):</i>Caps, Facemasks, Gloves- Sterile and Non Sterile, Foley Catheter, Male cath, Ryle's tube, Suction catheter, Syringes, IV Drip set, Chest drainage, blood administration set, E.T. tubes, ECG electrodes, Tracheotomy tubes, IV Cannula, Feeding Tubes, Micropore, Transpore, Adhesive tapes, Uro Bag, Urine Collection pots, Paraffin Gauze, Dressing solutions, Blades, Tegaderm, POP and all Ortho supporting materials, cotton roll and all supporting materials, etc.</p>
3.	<p>Implants, Stents, Instrument and Other devices</p> <p><i>Examples (indicative but not limited to):</i> Implants#/Stents**/Valves/PTCA/Y-Connector/Sheath/ Fascial Dilator/Hernia Devices/Intrauterine device (IUD) meant for Cardiology, CTVS, Orthopaedics, Neurosurgery, Interventional Radiology, General Surgery, Obs & Gynae/BP Apparatus/Nebulizer/Spirometer/Suction Pump/Thermometer/ Digital Thermometer/All Orthopaedic devices, Glucometer, etc.</p>
4.	<p>Chemotherapy Drugs/ Anti-Cancer drugs</p> <p><i>Examples (indicative but not limited to):</i> All categories (Injectables and Oral Anti-Cancer Drugs).</p>
5.	<p>Supplements & daily needs consumables</p> <p><i>Examples (indicative but not limited to):</i> Capsules, Biscuits, Powders, Infant Milk, Formula, Handwash, Hand Sanitizers, Shampoo, Toilet Paper, Sanitary Pads, Diapers, Antiseptic /Disinfectant Soaps and Liquid (Dettol, Savlon,), etc.</p>
<p style="text-align: center;">** Except Coronary & Peripheral stents # Except Pacemaker</p>	

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Financial Bid Format: BOQ

Selection of bidder /firm for setting up and operating the 24 (hrs) x 7 (days) Pharmacy in the Public Utility Block, NEIGRIHMS, Mawdiangdiang, Shillong for a period of five (5) years					
A	B	C	D	E	F
Sl. No.	Category of items with details	Weightage	Minimum Assured Discount on MRP (in percentage)	To be quoted (in percentage)	Total quoted
1.	All categories of Medicines, Surgical items, Implants, Stents, Instrument and other devices, Chemotherapy Drugs/ Anti-Cancer drugs Supplements & daily needs consumables as listed at Annexure IV	30	10%	A	
2.	Minimum Reserve Rental Value /License Fee	70	100%	B	

✓ The Minimum Reserve Rental Value /License Fee is Rs 21,000/- per month [i.e. 307.62 square feet] fixed for a period of two years and thereafter 5% increase in the subsequent years.

✓ Final calculation for comparison purpose (weighted average) = A x 30% + B x 70%

Note:

- Bidders/Vendors offering the highest weighted calculated average (H1) (in BOQ.xls) will be taken for the purpose of selection for award of contract for setting up of and operating 24 (hrs) x 7 (days) Pharmacy in the Public Utility Block of NEIGRIHMS,

INTEGRITY PACT (Pre –Agreement) Format

(to be executed on a non-judicial Stamp Paper of Rs 100 and applicable for all tenders of threshold value above Rs 50 lakhs)

This 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 permanent campus located at Mawdiangdiang, Shillong -793018 (hereinafter referred to as "NEIGRIHMS" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;

AND

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

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

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

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (herein referred to as "Integrity Pact" or "Pact"), the terms and conditions shall also be read as 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:-

- 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 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.
- 1.2 NEIGRIHMS will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDER

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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.

1.3 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:

3.1 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.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NEIGRIHMS or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

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

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

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

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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.

3.14 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he /she will wait their decision in the matter.

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.

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:-

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 utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the

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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 the Pact by bidder to any middleman or broker or agent 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 statute 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 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:

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 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.

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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: _____

Independent External Monitor (IEM)

In case of any grievance, bidders may approach the following Independent External Monitor(s) (IEMs).

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, Saligramam, Chennai - 600093; Mobile No. 9444908194 /8985970019; Email id: rgvig@gmail.com
2.	Shri. Ganganna Satish, IFoS (Retd.)	108, Devikripa, Vinayaka Layout, 2 nd main, Bhopasandra, near Sunrise School, Bangalore -560094; Mobile No. 9845256115; Email id: satishifs@gmail.com

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