



बिङ संख्या/Bid Number: GEM/2025/B/6312086 दिनांक /Dated: 05-06-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-07-2025 14:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-07-2025 14:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)	
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare	
विभाग का नाम/Department Name	Department Of Health And Family Welfare	
संगठन का नाम/Organisation Name	North Eastern Indira Gandhi Regional Institute Of Health And Medical Sciences (neigrihms)	
कार्यालय का नाम/Office Name	Neigrihms, Shillong	
क्रेता ईमेल⁄Buyer Email	harendra.dey@nic.in	
कुल मात्र/Total Quantity	551930	
वस्तु श्रेणी /Item Category	Surgical Instrument Disinfectant Type A 1st lot , Surgical Instrument Disinfectant Type A 2nd lot , Instrument Disinfectant with Multienzyme 1st lot , Instrument Disinfectant with Multienzyme 2nd lot , Surgical hand wash 500 ml pack 1st lot , Surgical hand wash 500 ml pack2nd l , Surgical hand wash for MOT 1250ml pack 1st lot , Surgical hand wash for MOT 1250ml pack 1st lot , Surgical Solution 1000ml pack size 1st lot , Antiseptic Solution 1000ml pack size 2nd lot	
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Surgical Instrument Disinfectant Type A , Instrument Disinfectant with Multienzyme , Surgical hand wash 500 ml pack, Surgical hand wash for MOT 1250ml pack, Antiseptic Solution 1000ml pack size	

बिड विवरण/Bid Details			
बिड वि GeMARPTS में खोज गया परिणाम / Searched Result generated in GeMARPTS	 Searched String: Surgical Instrument Disinfectant Type A Surgical Instrument Tray, Muffle Furnace, Instrument Trolley, Overbed Tables, Disinfectant Fluids, Phenolic Type (V3) conforming to IS 1061, Mobile Containers For Solid Waste (Industrial) - IS 12402, Disinfectant Fluids, Phenolic Type as per IS 1061 (V2), Fluid Automotive Transmission Type 'A' Suffix 'A''- Defence, Mobile Containers for Solid Waste as per IS 12402, Fluid Automotive Transmission Type 'A' Suffix 'A'- Defence (V2) Searched String: Instrument Disinfectant with Multienzyme Instrument Trolley for Hospitals (V2), Refrigerated Centrifuge For General And Research Purpose, Laproscopy Set With Instruments, Orthopedic Instruments Self Retaining Retractors with Blades, Environmental Chamber, Weight Belts with weights (Diving Instruments or Accessories), Tissue Embedding Cassette, Diver Body Harness with Life Line (Diving Instruments or Accessories), Recirculating chiller, Breathing Apparatus with compressed Air Cylinder (Diving Instruments or Accessories) Searched String: Surgical hand wash 500 ml pack Alcohol Based Hand Rub / Hand Sanitizer, Antiseptic / Antimicrobial Hand Wash, Alcohol Based Hand Sanitizer, Plastic Wash Bottle, Isopropyl Alcohol (2 - Propanol), Antimicrobial Hand Wash, Spare / Add On Battery Packs For Transreceiver - Handheld, Antimicrobial Hand Wash (V2) Searched String: Antiseptic Solution 1000ml pack size KNEE BRACE (Size-Medium) with Packing Box (ALIMCO), Nitrile Coated/Nitrile Hand Gloves (V2), Lumbo Sacral Belt Kit (Size - Large) with Packing Box (ALIMCO), Nitrile Coated/Nitrile Hand Gloves (V2), Lumbo Sacral Belt Kit (Gize - Large) with Packing Box (ALIMCO), Nitrile Coated/Nitrile Hand Gloves (V2), Lumbo Sacral Belt Kit (Gize - Large) with Packing Box (ALIMCO), Nitrile Coated/Nitrile Hand Gloves (V2), Lumbo Sacral Belt Kit (Gize - Large) with Packing Box (ALIMCO), Nitrile Coated/Nitrile Hand Gloves (V2), Lumbo Sacral Belt Kit (Gize - Large) with Packing Box (A		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	High Level Medical Device Disinfectant		
बीओक्यू शीर्षक /BOQ Title	Infection Control Items june25		
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	6 Lakh (s)		
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	18 Lakh (s)		

l

बिड विवरण/Bid Details				
उर्न्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)			
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes			
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover	Yes			
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer			
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes			
विगत प्रदर्शन /Past Performance	30 %			
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Νο			
बिड का प्रकार/Type of Bid	Two Packet Bid			
प्राथमिक उत्पाद श्रेणी/Primary product category	Surgical Instrument Disinfectant Type A 1st lot			
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days			
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Νο			
अनुमानित बिड मूल्य /Estimated Bid Value	1859060			
मूल्यांकन पद्धति/Evaluation Method	Group wise evaluation			
मध्यस्थता खंड/Arbitration Clause	Νο			
सुलह खंड/Mediation Clause	Νο			

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	Bank Of Baroda
Surgical Instrument Disinfectant Type A ईएमडी राशि/EMD Amount (In INR)	5610

Instrument Disinfectant with Multienzyme ईएमडी राशि/EMD Amount (In INR)	21024	
Surgical hand wash 500 ml pack ईएमडी राशि/EMD Amount (In INR)	2025	
Surgical hand wash for MOT 1250ml pack ईएमडी राशि/EMD Amount (In INR)	3122	
Antiseptic Solution 1000ml pack size ईएमडी राशि/EMD Amount (In INR)	5400	

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

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

लाभार्थी /Beneficiary :

DD(Admn.)

Neigrihms, Shillong, Department of Health and Family Welfare, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS), Ministry of Health and Family Welfare (Deputy Director Admn)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
--	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes	
---	-----	--

 If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
 If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder upload the supporting documents to prove his eligibility for exemption.

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

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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

6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

<u>OM_No.1_4_2021_PPD_dated_18.05.2023</u> for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents

submitted.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
	Online on GeM portal and E-Procurement Cell , Ground Floor, Director block, NEIGRIHMS Shillong-793018 Tel:0364-2538032 at 1600 hrs on the seventh day of floating of bid.

Evaluation Method (Group Wise Evaluation Method)

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

Evaluation Schedules	Estimat ed Value	Item/Category	Consignee/Re porting Officer	Consignee Address	Qua ntit y
Surgical Instrument	280520	Surgical Instrument Disinfectant Type A 1st Lot	Manly Shabong	P.O. NEIGRIHMS, Mawdiangdiang, Shillong 793018	947 70
Disinfectant Type A		Surgical Instrument Disinfectant Type A 2nd Lot	Manly Shabong	P.O. NEIGRIHMS, Mawdiangdiang, Shillong 793018	947 70
Instrument Disinfectant with	105120	Instrument Disinfectant With Multienzyme 1st Lot	Manly Shabong	P.O. NEIGRIHMS, Mawdiangdiang, Shillong 793018	180 000
Multienzyme	0	Instrument Disinfectant With Multienzyme 2nd Lot	Manly Shabong	P.O. NEIGRIHMS, Mawdiangdiang, Shillong 793018	180 000
Surgical hand wash	101244	Surgical Hand Wash 500 MI Pack 1st Lot	Manly Shabong	P.O. NEIGRIHMS, Mawdiangdiang, Shillong 793018	325
500 ml pack	101244	Surgical Hand Wash 500 MI Pack2nd Lot	Manly Shabong	P.O. NEIGRIHMS, Mawdiangdiang, Shillong 793018	325
Surgical hand wash	Surgical Hand Wash For Mot 1250ml Pack 1st Lot	Manly Shabong	P.O. NEIGRIHMS, Mawdiangdiang, Shillong 793018	120	
for MOT 1250ml pack		Surgical Hand Wash For Mot 1250ml Pack 2nd Lot	Manly Shabong	P.O. NEIGRIHMS, Mawdiangdiang, Shillong 793018	120

Antiseptic Solution	270000	Antiseptic Solution 1000ml Pack Size 1st Lot	Manly Shabong	P.O. NEIGRIHMS, Mawdiangdiang, Shillong 793018	750
1000ml pack size	270000	Antiseptic Solution 1000ml Pack Size 2nd Lot	Manly Shabong	P.O. NEIGRIHMS, Mawdiangdiang, Shillong 793018	750

Surgical Instrument Disinfectant Type A 1st Lot

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	94770	30

Surgical Instrument Disinfectant Type A 2nd Lot

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	94770	150

Instrument Disinfectant With Multienzyme 1st Lot

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	180000	30

Instrument Disinfectant With Multienzyme 2nd Lot

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	180000	150

Surgical Hand Wash 500 MI Pack 1st Lot

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	325	30

Surgical Hand Wash 500 MI Pack2nd Lot

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	325	150

Surgical Hand Wash For MOT 1250ml Pack 1st Lot

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	120	30

Surgical Hand Wash For MOT 1250ml Pack 2nd Lot

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document

BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती∕रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	120	150

Antiseptic Solution 1000ml Pack Size 1st Lot

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	750	30

Antiseptic Solution 1000ml Pack Size 2nd Lot

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती∕रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manly Shabong	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	750	150

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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: <u>storeneigrihms@gmail.com</u>; Tele Fax: (0364) 2538032; <u>www.neigrih</u> <u>ms.gov.in</u>

Reference:

- ü File noSTOPRO-INFC/2/2025-Stores
- 1. **Description of Items:** Processing of Infection Control Stores
- 2. <u>Technical Specification:</u>

" As per the buyer uploaded ATC document "

Buyer Added Bid Specific Terms and Conditions:-

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

- 1. Cost of spares, consumables and accessories not covered under warranty and CMC period s hall 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 Do c 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 "Addition al 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/Compo nent wise pricing should not be attached in the technical bid ,failing which bid will be consid er as "Techno Commercially Non Responsive "

B. Scope of work

- The bidder has to mandatorily quote for items /stores mentioned in t he Technical Specification & Scope of Work ,failing which bid will be t reated as" Non-Responsive"
- All certification, Test reports mentioned in the technical specification must attached in ATC documents ,failing which bid will be treated as" Non-Responsive"
- 3. E-bidder must adhere to Government of India, Ministry of Finance, PP D division Public procurement order OM F.No.6/18/2019-PPD dated 23 rd july,2020 inserting Rule 144(Xi)in GFR 2017, No 1 dated: 23/7/202 0 and subsequent Orders No 2 & 3 or as amended from time to time, failing which the bids shall be treated as non-responsive.

C. 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, ma nufactured and supplied same or similar Category Products to any Central / State Govt Organization / PS U / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be sub mitted along with bid in support of having supplied some quantity during each of the year. In case of bu

nch bids, the primary product having highest value should meet this criterion.

3. Generic

IT equipment shall be IPv6 ready from day one.

4. Generic

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

5. Generic

Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufactur ers 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 co mmissioning 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 ac cessories as per Technical Specification.

7. Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be co mpatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have t o 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 spares 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 t hree years, ending on 31st March of the previous financial year, should be as indicated in the bid docum ent. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certi ficate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant p eriod shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less t han 3 year old, the average turnover in respect of the completed financial years after the date of constit ution 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 produ ct during the last three years, ending on 31st March of the previous financial year, should be as indicate d 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 fo r 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 d ate 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.

11. OEM

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

12. Purchase Preference (Centre)

As per DPIIT notification at the time of e-tender , bidding or solicitation the bids shall be required to indicat e percentage of local content and provide self-certification (by Director/ Company Secretary) and also giv e details of the location/s at which value addition is made". Since the bidder here is not the local supplier, t he 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 b idder?

Answer: In case of bids requiring supply of multiple items (say "X1", "X2" and "X3") by a single bi dder, 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. Certificates

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

14. Certificates

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

15. 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.

16. Certificates

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

17. 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 .

18. 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 a gainst 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.

19. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and install ation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. curren t 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 shoul d be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bi d value should meet this criterion

20. Forms of EMD and PBG

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

21. 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 (Nam e of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or wit h the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by t he Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering I etter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of ha rdcopy to the Buyer within Bid End date & time / Bid Opening date & time.

22. 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 / proo f of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within within Bid End date & time / Bid Opening date & time.

23. Forms of EMD and PBG

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

24. 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 SECURIT Y DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . After award of contract, Succ essful 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.

25. 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 E MD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit can be wit hdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR wi II be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly sig ned and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR doc ument 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.

26. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / inte rnet 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 Bi dder to indicate Contract number and name of Seller entity in the transaction details field at the time of o n-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 Technical Specification

-

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

(F) Special Terms and Conditions-

- All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) m ade there under as amended till date will always be applicable. This will include all notifications iss ued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to tim e in this regard.
- The sellers are registered on GeM based on self declaration of valid Medical Device License, produ ct certification, test reports etc. However, buyers must check and validate the details at their end f or all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical D evice 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 manufact urer to ensure that their resellers/distributors are operating in compliance with all relevant laws a nd 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 controlle d 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 i n STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid t o ensure items are procured from authentic/validated source with appropriate and applicable quali ty. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede sp ecific STC which shall supersede General Terms and Conditions (GTC), whenever there are any con flicting provisions.
- 5. Comprehensive warranty: Comprehensive warranty shall include preventive maintenance includin g calibration as per technical/ service /operational manual of the manufacturer, service charges an d spares. During the warranty period commencing from date of the successful completion of warra nty 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 includin g 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 per iod.
- 6. Service centres: Details of Service outlets in India to render services for equipment to be furnishe d to buyer/consignees with complete address, telephone numbers, e mails etc at time of making t he 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 s ervice 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 equi pments such as copy of Performa invoice or any other documents to establish that the products su pplied 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 transhipment (if any), rough h andling, 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 t ransport and handling facilities at all points during transit up to final destination, Quality of packin g, the manner of marking within & outside the packages and provision of accompanying document ation 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 ind elible paint of proper quality: indicating contract number and date, brief description of goods inclu ding quantity, Packing list reference number, country of origin of goods and any other relevant det ails.

- 9. Spare Parts: Seller shall provide materials, information etc. pertaining to spare parts manufacture d 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 befor e 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 o f 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 competit ive 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 assem bly, minor civil works for the completion of the installation and Training of Consignee's representati ves for operating and maintaining the equipment and supplying required number of operation & m aintenance manual for the goods. In case the category parameters specify any requirements regar ding 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 equipment s 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 f or electrical safety compliance through labs with facilities for such checking during every preventiv e 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 servic es through the warranty & CMC period.
- 14. The bidder must comply with all necessary statutory and regulatory licenses, including labour licen ses, trade licenses, and any other approvals required by the local authorities in accordance with a pplicable laws.

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

[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 tende

rs) 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), h aving its permanent campus located at <u>Mawdiangdiang, Shillong -793018</u> (hereinafter referred to a s "NEIGRIHMS" which terms or expression shall, unless excluded by or repugnant to the subject or conte xt, 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/Representa tive/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 "T ender /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, e conomic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contrac tor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity A greement (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, eith er for themselves or for any person, organisation or third party related to the contract in exchange for a n advantage in the bidding process, bid evaluation, contracting or implementation process related to th e 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 N EIGRIHMS with full and verifiable facts and the same is prima facie found to be correct by NEIGRIHMS, n ecessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may 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 a nd 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, favou r, 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, or ganization or third party related to the contract in exchange for any advantage in the bidding, evaluatio n, contracting and implementation of the Contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly a ny bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, co mmission, fees, brokerage or inducement to any official of NEIGRIHMS or otherwise in procuring the Con tract 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 with the Government.

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

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

The BIDDER further confirms and declares to NEIGRIHMS that the BIDDER is the original manufacturer / i ntegrator/ authorized government sponsored export entity of the stores and has not engaged any indivi dual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend t o NEIGRIHMS or any of its functionaries, whether officially or unofficially to the award of the contract to t he 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 NEIG RIHMS 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, fair ness and progress of the bidding process, bid evaluation, contracting and implementation of the contra ct.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illega l 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 BIDD ER 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 menti

oned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either d irectly or indirectly, is a relative of any of the officers of NEIGRIHMS, or alternatively, if any relative o f an officer of NEIGRIHMS has financial interest/stake in the BIDDER's firm, the same shall be disclos ed 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 transac tions, 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 In dia 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 fro m 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 /Ten der document) as Earnest Money/Security Deposit, with NEIGRIHMS, as specified in the Bid /Tender doc ument.

The Earnest Money /Security Deposit shall be valid for a period of (as specified in the Bid /Tender docu ment) 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 Perform ance Bond /Security in the Purchase Contract that the provisions of Sanctions for Violation shall be appli cable for forfeiture of Performance Bond /Security in case of a decision by NEIGRIHMS to forfeit the sam e 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 $\,p\,$ eriod 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 co mpensation 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 (afte r the contract is signed) shall stand forfeited either fully or partially, as decided by NEIGRIHMS and NEIG RIHMS shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDD ER.

(iv) To recover all sums already paid by NEIGRIHMS, and in case of an Indian BIDDER with interest ther eon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDE R 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 stor es, 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 B IDDER, 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 compensati

on for any loss or damage to NEIGRIHMS resulting from such cancellation/rescission and NEIGRIHMS sh all 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 brok er with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed b y 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 assig ning 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 al so 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 Ind ependent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause:-

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system w as supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lo wer price, then that very price, with due allowance for elapsed time, will be applicable to the present ca se and the difference in the cost would be refunded by the BIDDER to NEIGRIHMS, if the contract has alr eady been concluded.

8. Independent Monitors:

There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by NEIGRIHMS for t his 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 t he 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 proj ect/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 th e Authority designated by NEIGRIHMS.

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project docume ntation of NEIGRIHMS including that provided by the BIDDER. The BIDDER will also grant the Monitor, up on his request and demonstration of a valid interest, unrestricted and unconditional access to his projec t documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual oblig ation 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 betwee n 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, s ubmit 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, NEIGRIHM S or its agencies shall be entitled to examine all the documents including the Books of Accounts of the B IDDER and the BIDDER shall provide necessary information and documents in English and shall extend al I 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______

 (For and on behalf of NEIGRIHMS) In the presence______

 (For and on behalf of NEIGRIHMS) In the presence______

 2. Signed, Sealed and Delivered by the______

 (For the Bidder) In the presence of:

 Independent External Monitor (IEM)

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

SI. No.	Name of Independent Exter nal Monitor (IEM)	Address and Contact details	
1.	Shri. R. Govindarajan, IRS (R etd.)	Flat F4, Capella, 29/10, Arcot Road, S aligramam, 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 Sch ool, Bangalore -560094; Mobile No. 9 845256115; 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 No04/06.2 3; dated: 14.06.2023

अस्वीकरण/Disclaimer

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिड सामान्य शतौं के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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

---धन्यवाद/Thank You---