Undertaking for Custom Bid / BoQ Creation on GeM

(to be filled by the Competent Authority)

File number: 153E5083 Date:

Subject: Undertaking for Creation of Custom Bid / BoQ for Goods / Services required on GeM

1. Goods / Services Required (Please specify the exact goods / services required):

Reagents Kits for Urine Analyzer Make Sysmex

2. Search String Used in the GeM Availability Report & Past Transaction Summary (Please state the exact search string used to find suitable categories):

As per GARPTS

3. GARPTS ID (mention GeM Availability Report ID):

GEM/GARPTS/24102026/KVJD4XTAKBIS

4. Categories which will be selected for sending notification from GeM:

Category 1: (Category name) Semi Automated Urine Analyzer

Category 2: (Category name) Urine Culture Bottle

Category 3: (Category name) Rapid Urine Drug Screening Kit

5. Undertaking:

I acknowledge that the creation of a custom bid/BOQ is an exceptional process, warranted only when categories are unavailable on GeM for the required goods/services. I, (Your Name), undertake to the following:

1. Our office/organization has diligently conducted a comprehensive search using the provided search parameters, confirming the absence of relevant categories for goods/services.
2. To the best of our knowledge, our office/organization has provided an accurate and detailed description of the required goods/services in para 1 above.
3. We have meticulously selected the most relevant categories for notification in para 4 above.
4. Our office/organization stands fully prepared to justify the necessity for a custom bid/BOQ to GeM upon request.

Signature Vimal Kumar

(Name of Competent Authority) अति: चि० अधीक्षक Addl. Medical Supdt. Kalawati Saran Children's Hospital New Delhi-110001

(Designation, Organization, Department, State)

Note - This undertaking will be attached to BoQ/Custom bid published and will be available in public domain.

भारत सरकार
Government of India
स्वास्थ्य सेवा महानिदेशालय
Directorate General of Health Services
स्वास्थ्य एवं परिवार कल्याण मंत्रालय
Ministry of Health & Family Welfare
लेडी हार्डिंग मेडिकल कॉलेज एवं कलावती सरन बाल चिकित्सालय, नई दिल्ली।
Lady Hardinge Medical College & Kalawati Saran Children's Hospital
शहीद भगत सिंह मार्ग, नई दिल्ली – ११०००१
Shaheed Bhagat Singh Marg, New Delhi-110001

KSCH/Admn./Pur./ME/Tender/26-2719-20/153E5083/ Dated:-

CALL FOR OBJECTION AND BID SUBMISSION NOTICE

Subject:- "Call for Objection" against entering into Rate Contract on proprietary article basis as per provisions of Rule 166 of GFR 2017 for procurement of Consumables/ Kits/ Reagents (name of article) for Urine Analyzer (Make:- SYSMEX & Model:- UC-3500 & UF 5000) of equipment against the demand of Clinical Pathology Laboratory .

Kalawati Saran Children's Hospital intends to enter into rate contract to procure subject item on proprietary article basis as per the provisions of Rule 166 of GFR, 2017, from the authorized dealer/distributor/agent/supplier (as applicable) of the sole manufacturing company **M/s. SYSMEX** (name and address of OEM) if the item satisfies all the conditions of being a proprietary item. Relevant documents are published on the Hospital website & on GeM Portal for inviting objections/claims/comments, if any, from eligible manufacturer/supplier, before accepting the claim of earlier said manufacturer and accordingly making procurement under proprietary article basis.

Objections(s)/claims(s)/comment(s)/bid(s) should be submitted on GeM Portal within specified period as per provision made over GeM Portal.

After due date, it will be assumed that no manufacturer/supplier has any objection/claim against procurement of above mentioned articles(s) as per the provisions of Rule 166 of GFR 2017 & the articles(s) will be considered as proprietary article.

Details of items are as under:-

S. No.	Description	Unit Price (in Rs.)	Annual Estimated Requirement
01	Cell Sheath (20 Ltr. x1)	Rs. 11480/-	160 Packs
02	Cell Pack SF (2.1 Ltr. x 2)	Rs. 13650/-	08 Packs
03	Fluorocell SF (29 ml x 2)	Rs. 17080/-	08 Packs
04	Cell Pack CR (2.1 Ltr.x2)	Rs. 13650/-	08 Packs

P.T.O

05	Fluorocell CR (29 ml x 2)	Rs. 17080/-	08 Packs
06	Cell Clean (50 ml)	Rs. 7900/-	40 Packs
07	Meditape UC-11A (100 strips x 10)	Rs. 42000/-	24 Packs
08	Calibrator (SG) (10 ml x 5 x 3)	Rs. 25200/-	02 Packs
09	UC Control (10 ml x 3 x 2)	Rs. 33600/-	12 Packs
10	UF Control (30 ml x 2)	Rs. 29400/-	12 Packs
11	Urine Analyzer Tubes (1 pack = 100 tubes)	Rs. 957/-	140 Packs
12	Barcode Printer Paper Roll	Rs. 890/-	20 nos.
13	Barcode Printer Ribbon	Rs. 1101/-	08 nos.
14	Sample Cup (1 pack=500)	Rs. 2100/-	12 packs

The quantity shown in the schedule is an estimated requirement and cannot be guaranteed that the same will be ordered. No undertaking can also be given that any quantity will be purchased at all.

Validity of Rate Contract:- This rate contract will be valid for a period of one year from the date of notification of Rate Contract by the Hospital.

Prices:- The firm should quote rates for unit price as per BoQ on FOR basis.

Note:- The authorized vendor is requested to submit the bid through the online mode on GeM Portal. Other mode of bid submission will not be entertained.

Vimal Kumari

(Dr. Vimal Kumari Arya)
Addl. Medical Supdt.
KSCH

अति: चि० अधीक्षक
Addl. Medical Supdt.
Kalawati Saran Children's Hospital
New Delhi-110001

Instructions to the Firm (i.e., enlisted bidder):-

1. Firm is requested to submit the bid online through GeM Portal. Other mode of bid submission will not be entertained.
2. Sole manufacturer/their authorized supplier/service provider to submit their bid Price quotation and Technical bid compliance sheet along with supporting checklist documents via GeM Portal only.
3. The enlisted bidder (sole manufacturer/their authorized supplier) should quote the price of the item in the BoQ published with this notice.
4. Checklist documents:-

S.No.	Required checklist documents	Attached	Pg. No.
1.	Latest (valid dated) Proprietary Article Certificate by the OEM on their letterhead with full name, address, contact details & email ID of the sole manufacturer of the proprietary item.	Yes/No	CP:
2.	Scanned copy of PAN card	Yes/No	CP:
3.	Scanned copy of GST document	Yes/No	CP:
4.	Kindly submit the notarized affidavits on Indian Non Judicial stamp paper of Rs. 100/- in the format given in **Annexure-I.**	Yes/No	CP:
5.	Kindly submit the duly filled & signed integrity pact as per the format given in **Annexure-II**	Yes/No	CP:
6.	Kindly submit the Self-Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing) in the format given in **Annexure-III**	Yes/No	CP:
7.	Price Fall Clause Certificate-**Annexure-IV**	Yes/No	CP:
8.	Authorization certificate issued by the OEM to their authorized dealer/distributor/supplier/agency (whichever applicable) with full name, address, contact number & email ID on the letter head of the OEM. **Annexure V**	Yes/No	CP:
9.	An undertaking to be submitted that, In case of any change in the Proprietary Status of articles/equipment, during contract period the firm should inform the Hospital regarding the same so that procurement from open market can be considered by the Hospital.	Yes/No	CP:

Please submit the duly signed scanned copy of the checklist documents in a single pdf as per above table:

Annexure-I

NOTARISED AFFIDAVIT
(On Indian Non-Judicial Stamp Paper of Rs. 100/-)

Bid ref. no:.....

I,
(undersigned).....
.....(Name) do hereby undertake and declare that

01. No criminal case is pending against our Proprietorship/Firm/Company/Agency or any of its authorized signatories.
02. Not blacklisted/debarred by any organization at the last date of submission of bid.
03. I will provide complete warranty for all equipment/items for 2 (Two) years (if applicable) followed by CMC for further 8(Eight) years (if applicable) of these equipment/items.
04. Proprietorship/Firm/Company/Agency abide by the Price Fall Clause.
05. Proprietorship/Tenderer/Company/Bidder is duly registered under various relevant government notifications and all dues have been paid as on date.
06. Proprietorship/Tenderer/Company/Bidder hereby agrees and fully understands that notwithstanding anything contrary contained in Tender document and without prejudice to any of the right or remedies of Kalawati Saran Children's Hospital, KSCH shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reasons.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and noting has been concealed. Any false/ incorrect submission shall make Proprietorship/Firm/Company/Agency as well as the undersigned personally liable for all civil/criminal obligations including complaints to police and other authorities.

Deponent Signature:-.....
Name.....
Designation.....
Aadhar No.....
Email Id.....
Mobile No.....
Landline No.....
Address.....

ANNEXURE-II

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024/25, between, on one hand, the President of India, acting through The Director, Lady Hardinge Medical College and Associated Hospitals, Ministry of Health & Family Welfare, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party and M/s _____ represented by Shri_____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and Include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor 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 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs 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 BIDDERS.

1.3 All the officials of the BUYER 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 the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER 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 favor or disfavor to any person in relation to the contract or any other contract with the Government.

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

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

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 Rs._____ (Rupees _____ only) (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through Bharat Kosh Portal

5.2 The Security Deposit/ Performance Security shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period/ Maintenance period, whichever is later.

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

5.4 No interest shall be payable by the BUYER 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 the BUYER 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 the BUYER and the BUYER 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 the BUYER, 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 the BUYER 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 encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, 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 the BUYER resulting from such cancellation/rescission and the BUYER 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 the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(1) 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 the BUYER 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. <u>Fall Clause</u>

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 systems was supplied by the BIDDER to any - other Ministry/Department of the Government of India or 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 the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission, the details of "Independent External Monitors (IEM)" is as under: -

(i) Dr. Rajendra Kumar Tiwari, IAS (Retd.), e-mail ID: rajendratiwari@rediffmail.com, Mobile No. +91-9415517261

(ii) Shri Pidatala Sridhar, IRS (Retd.), e-mail ID: sridharpidatala@gmail.com, Mobile No. +91-8762302646

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 the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER 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 The BUYER 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 BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER 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 the BUYER.

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 date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER 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.

13. The parties hereby sign this Integrity Pact at_____on_____

BUYER
The Director,
LHMC and Associated Hospitals
Ministry of Health & Family Welfare

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Annexure-III

LAND BORDER SHARING DECLARATION

Annexure to Bid Form: Eligibility Declarations

(To be submitted as part of tender/Technical Bid) (on company letter head)
(Along with supporting documents, if any)

Tender Document No._____ Tender Tile: Goods/services
Bidder's Name:_____(Address and contact details) Bidder's
Reference No._____
Date:_____

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017.

"We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

Penalties for false or misleading declarations;

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

---------- (signature with date)

----------(Name and designation)
Duly authorized to sign Bid for and on behalf of

Annexure-IV

(To be submitted by the bidder on company's letterhead)

Price Fall Clause Certificate

I/We undertake that we have not offered to supply/supplied/are not supplying same or similar products/systems or sub systems at a price lower than that offered against the Tender No. .....dated..... in respect of any Organization/ Ministry/ Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/ Ministry/ Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, even if the contract has already been concluded.

Signature of the Tenderer

Seal of the Firm

Date:-

Annexure-V

MANUFACTURER'S AUTHORISATION FORM

Ref. No. **Dated**

To

The Director
LHMC & Assoc. Kalawati Saran Children's Hospital
New Delhi

Dear Sirs,

Ref. Your TE document No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

Our other responsibility include: -

i) We undertake that we will supply articles without any increase in the approved rates though our agent during the validity of rate contract.

ii) We undertake that in case of any change of Dealer/Agent, we will inform the Purchaser about the award of dealership to new agent with address and telephone No.

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs _____

[*Name & address of the manufacturers*]

Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense 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 the BUYER 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 the BUYER 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 the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12* If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER 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 the BUYER.

बिड संख्या/Bid Number: GEM/2026/B/8197087

दिनांक /Dated: 24-10-2026

दर अनुबंध बिड दस्तावेज़ / Rate Contract Bid Document

This Rate Contract Bid is governed by General Terms and Conditions of Rate Contract

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-11-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-11-2026 13:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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	Lady Hardinge Medical College New Delhi
कार्यालय का नाम/Office Name	New Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :vimal.arya@cghs.nic.in Buyer Email id: sahil.1999@lhmc-hosp.gov.in
वस्तु श्रेणी /Item Category	Cell Sheath Pack Size 20 Ltr. x1 , Cell Pack SF Pack Size 2.1 Ltr. x 2 , Fluorocell SF Pack Size 29 ml x 2 , Cell Pack CR Pack Size 2.1 Ltr.x2 , Fluorocell CR Pack Size 29 ml x 2 , Cell Clean Pack Size 50 ml , Meditape UC-11A Pack Size 100 strips x 10 , Calibrator SG Pack Size 10 ml x 5 x 3 , UC Control Pack Size 10 ml x 3 x 2 , UF Control Pack Size 30 ml x 2 , Urine Analyzer Tubes Pack Size 1 pack of 100 tubes , Barcode Printer Paper Roll , Barcode Printer Ribbon , Sample Cup Pack Size 1 pack of 500
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Cell Sheath Pack Size 20 Ltr. x1, Cell Pack SF Pack Size 2.1 Ltr. x 2, Fluorocell SF Pack Size 29 ml x 2, Cell Pack CR Pack Size 2.1 Ltr.x2, Fluorocell CR Pack Size 29 ml x 2, Cell Clean Pack Size 50 ml, Meditape UC-11A Pack Size 100 strips x 10, Calibrator SG Pack Size 10 ml x 5 x 3, UC Control Pack Size 10 ml x 3 x 2, UF Control Pack Size 30 ml x 2, Urine Analyzer Tubes Pack Size 1 pack of 100 tubes, Barcode Printer Paper Roll, Barcode Printer Ribbon, Sample Cup Pack Size 1 pack of 500
	Searched String: Cell Sheath Pack Size 20 Ltr. x1 Nitrile Coated/Nitrile Hand Gloves (V2), Cell Scraper, Cleaning Duster (V3), Endotracheal Tube - Sterile (Single Use), Foley's Rubber Catheter (for Prolonged Urinary Drainage) Conforming to IS 11497, Handloom Cotton Pillow Covers (V3), Recycled T - Shirt, Facial Tissue Papers(V3), General Purpose Hand Gloves (V2), Pedestal Safety Lock **Searched String**: Cell Pack SF Pack Size 2.1 Ltr. x 2

बिड विवरण/Bid Details	Handloom Cotton Pillow Covers (V3), Facial Tissue Papers(V3), Rapid Test Kit for HIV / Syphilis / Hepatitis B
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Virus (HBV) / Hepatitis C Virus (HCV), Nutmeg, Endotracheal Tube - Sterile (Single Use), Bay Leaf, Poppy Seed, compressed asbestos fibre jointing sheet, General Purpose Hand Gloves (V2), Mechanically Woven, Double - Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses and Rock Fall Netting as per IS 16014 **Searched String**: Fluorocell SF Pack Size 29 ml x 2 Handloom Cotton Pillow Covers (V3), Facial Tissue Papers(V3), File/Folder (V3) **Searched String**: Cell Pack CR Pack Size 2.1 Ltr.x2 Nitrile Coated/Nitrile Hand Gloves (V2), Endotracheal Tube - Sterile (Single Use), Nutmeg, Foley's Rubber Catheter (for Prolonged Urinary Drainage) Conforming to IS 11497, Bay Leaf, Handloom Cotton Pillow Covers (V3), Poppy Seed, Rapid Test Kit for HIV / Syphilis / Hepatitis B Virus (HBV) / Hepatitis C Virus (HCV), Isopropyl Alcohol (2 - Propanol), Recycled T - Shirt **Searched String**: Fluorocell CR Pack Size 29 ml x 2 Handloom Cotton Pillow Covers (V3), Facial Tissue Papers(V3), File/Folder (V3) **Searched String**: Cell Clean Pack Size 50 ml Nitrile Coated/Nitrile Hand Gloves (V2), Household Insecticides (V2), Urine Collection Bag - Sterile (Single Use), Toilet Soap, Liquid (V3) Conforming to IS 4199, Foley's Rubber Catheter (for Prolonged Urinary Drainage) Conforming to IS 11497, Cell cleaner, General Purpose Hand Gloves (V2), Handloom Cotton Pillow Covers (V3), Medical X - Ray Films (V2), Antiseptic Liquid / Gel **Searched String**: Meditape UC-11A Pack Size 100 strips x 10 Facial Tissue Papers(V3), General Purpose Hand Gloves (V2), Mechanically Woven, Double - Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses and Rock Fall Netting as per IS 16014, Digital Medical X - Ray Films (V3), Labels Stickers (V3), Bond Paper (V3) Conforming to IS 1848 (Part 1), Modular Toilet **Searched String**: Calibrator SG Pack Size 10 ml x 5 x 3 Endotracheal Tube - Sterile (Single Use), Polyurethane Tube (V2), Theft Proof Rifle Racks, Roller Blind (V2), Mechanically Woven, Double - Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses and Rock Fall Netting as per IS 16014, Digital Medical X - Ray Films (V3), Non Sparking Double Ended Ring Spanner (V2), Non Sparking Double Open Ended Spanner (V2) **Searched String**: UC Control Pack Size 10 ml x 3 x 2 Handloom Cotton Pillow Covers (V3), Multipurpose or General Test Tubes (V2) as per IS 2618, Facial Tissue Papers(V3), Gamjee Rolls / Pads (V2), Mechanically Woven, Double - Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses and Rock Fall Netting as per IS 16014, Digital Medical X - Ray Films (V3), Roller Blind (V2), Non Sparking

बिड विवरण/Bid Details	Double Ended Ring Spanner (V2), Non Sparking Double Open Ended Spanner (V2), File/Folder (V3) **Searched String**: UF Control Pack Size 30 ml x 2 Handloom Cotton Pillow Covers (V3), Facial Tissue Papers(V3) **Searched String**: Urine Analyzer Tubes Pack Size 1 pack of 100 tubes Set of Used Light Weight Jute Sacking Bags for Packing 50 Kg Food Grain (1 Set = 100 Bags), Nitrile Coated/Nitrile Hand Gloves (V2), Multipurpose or General Test Tubes (V2) as per IS 2618, Endotracheal Tube - Sterile (Single Use), Urine Collection Bag - Sterile (Single Use), Foley's Rubber Catheter (for Prolonged Urinary Drainage) Conforming to IS 11497, Handloom Cotton Pillow Covers (V3), Recycled T - Shirt, Urine Test Strip (V2), General Purpose Hand Gloves (V2) **Searched String**: Barcode Printer Paper Roll Label Printer / Barcode Printer, Plotter Paper Roll (V2), Thermal Ribbons for Label/Barcode Printer, Labels Stickers (V3), ETO Packing Paper Roll, Plotter Paper Roll (V3), Thermal Paper (V2) Conforming to IS 17568, Thermal Paper (V3) Conforming to IS 17568, ECG Recording Paper(V2), Cellophane Paper (V2) **Searched String**: Barcode Printer Ribbon Thermal Ribbons for Label/Barcode Printer, A3 Size Multifunction Printer (MFP), Label Printer / Barcode Printer, Consumables for PVC Card Printer, Multifunction Printer (Print, Scan, Copy), Ink Ribbons for Dot Matrix Printer, Barcode Scanner, Ribbon Blender Mixer, A4 and Legal Size Multifunction Printer (MFP), Magnesium anode Ribbon **Searched String**: Sample Cup Pack Size 1 pack of 500 Package No. 1 - ATAL TINKERING LAB OF NITI AAYOG ELECTRONICS DEVELOPMENT, ROBOTICS, INTERNET OF THINGS AND SENSORS, Nitrile Coated/Nitrile Hand Gloves (V2), Set of Used Light Weight Jute Sacking Bags for Packing 50 Kg Food Grain (1 Set = 100 Bags), Absorbent Cotton (Sterile and Non-Sterile) for Medical Use Conforming to IS 16468, Endotracheal Tube - Sterile (Single Use), Household Insecticides (V2), Single Use Sterile Rubber Surgical Gloves Conforming to IS 13422, Absorbent Cotton Gauze Conforming to IS 758, Cotton Bandage Cloth Conforming to IS 863, Foley's Rubber Catheter (for Prolonged Urinary Drainage) Conforming to IS 11497
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / **Relevant Categories selected for notification**	• Urine Culture Bottle (V2) • Semi Automated Urine Analyzer • Rapid Urine Drug Screening Kit
बीओक्यू शीर्षक /**BOQ Title**	Rate Contract for Consumable Kits of Urine Analyzer Make Sysmex
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / **Startup Relaxation for Years Of Experience and Turnover**	Yes | Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/**Document required from seller**	Certificate (Requested in ATC),OEM Authorization Certificate *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 (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
दर अनुबंध और शीर्षक / **Rate Contract & Title**	Yes ; Cell Sheath Pack Size 20 Ltr. x1, Cell Pack SF Pack Size 2.1 Ltr. x 2, Fluorocell SF Pack Size 29 ml x 2, Cell Pack CR Pack Size 2.1 Ltr.x2, Fluorocell CR Pack Size 29 ml x 2, Cell Clean Pack Size 50 ml, Meditape UC-11A Pack Size 100 strips x 10, Calibrator SG Pack Size 10 ml x 5 x 3, UC Control Pack Size 10 ml x 3 x 2, UF Control Pack Size 30 ml x 2, Urine Analyzer Tubes Pack Size 1 pack of 100 tubes, Barcode Printer Paper Roll, Barcode Printer Ribbon, Sample Cup Pack Size 1 pack of 500
दर अनुबंध की वैधता अवधि / **Validity Period Of Rate Contract**	12 Months
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	No
अनुमानित बिड मूल्य / **Estimated Bid Value**	216088
मूल्यांकन पद्धति/**Evaluation Method**	Item wise consignee wise evaluation

ईएमडी विवरण/**EMD Detail**

आवश्यकता/Required	No

Discount Slab Range

Cell Sheath Pack Size 20 Ltr. X1

Slab 1	1 - and above Unit

Cell Pack Sf Pack Size 2.1 Ltr. X 2

Slab 1	1 - and above Unit

Fluorocell Sf Pack Size 29 Ml X 2

Slab 1	1 - and above Unit

Cell Pack Cr Pack Size 2.1 Ltr.x2

Slab 1	1 - and above Unit

Fluorocell Cr Pack Size 29 Ml X 2

Slab 1	1 - and above Unit

Cell Clean Pack Size 50 Ml

Slab 1	1 - and above Unit

Meditape Uc-11a Pack Size 100 Strips X 10

Slab 1	1 - and above Unit

Calibrator Sg Pack Size 10 Ml X 5 X 3

Slab 1	1 - and above Unit

Uc Control Pack Size 10 Ml X 3 X 2

Slab 1	1 - and above Unit

Uf Control Pack Size 30 Ml X 2

Slab 1	1 - and above Unit

Urine Analyzer Tubes Pack Size 1 Pack Of 100 Tubes

Slab 1	1 - and above Unit

Barcode Printer Paper Roll

Slab 1	1 - and above Unit

Barcode Printer Ribbon

Slab 1	1 - and above Unit

Sample Cup Pack Size 1 Pack Of 500

Slab 1	1 - and above Unit

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

1. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/**Pre-Bid Date and Time**	प्री-बिड स्थान/**Pre-Bid Venue**
26-10-2026 11:00:00	O/o Additional Medical Superintendent, Ground Floor, Old SSKH Building, Kalawati Saran Children's Hospitals, New Delhi

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / **Evaluation Method & Consignee Location** (Item Wise Consignee Wise Evaluation Method)

Contract will be awarded schedule wise 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:

मूल्यांकन अनुसूचियां / **Evaluation Schedules**	वस्तु/श्रेणी / **Item/Category**	**Location of Consignee**
Schedule 1 (CENTRAL DELHI)	Cell Sheath Pack Size 20 Ltr. X1	CENTRAL DELHI

Schedule 2 (CENTRAL DELHI)	Cell Pack Sf Pack Size 2.1 Ltr. X 2	CENTRAL DELHI
Schedule 3 (CENTRAL DELHI)	Fluorocell Sf Pack Size 29 Ml X 2	CENTRAL DELHI
Schedule 4 (CENTRAL DELHI)	Cell Pack Cr Pack Size 2.1 Ltr.x2	CENTRAL DELHI
Schedule 5 (CENTRAL DELHI)	Fluorocell Cr Pack Size 29 Ml X 2	CENTRAL DELHI
Schedule 6 (CENTRAL DELHI)	Cell Clean Pack Size 50 Ml	CENTRAL DELHI
Schedule 7 (CENTRAL DELHI)	Meditape Uc-11a Pack Size 100 Strips X 10	CENTRAL DELHI
Schedule 8 (CENTRAL DELHI)	Calibrator Sg Pack Size 10 Ml X 5 X 3	CENTRAL DELHI
Schedule 9 (CENTRAL DELHI)	Uc Control Pack Size 10 Ml X 3 X 2	CENTRAL DELHI
Schedule 10 (CENTRAL DELHI)	Uf Control Pack Size 30 Ml X 2	CENTRAL DELHI
Schedule 11 (CENTRAL DELHI)	Urine Analyzer Tubes Pack Size 1 Pack Of 100 Tubes	CENTRAL DELHI
Schedule 12 (CENTRAL DELHI)	Barcode Printer Paper Roll	CENTRAL DELHI
Schedule 13 (CENTRAL DELHI)	Barcode Printer Ribbon	CENTRAL DELHI
Schedule 14 (CENTRAL DELHI)	Sample Cup Pack Size 1 Pack Of 500	CENTRAL DELHI

Cell Sheath Pack Size 20 Ltr. X1

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.

Cell Pack SF Pack Size 2.1 Ltr. X 2

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.

Fluorocell SF Pack Size 29 Ml X 2

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.

Cell Pack CR Pack Size 2.1 Ltr.x2

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.

Fluorocell CR Pack Size 29 Ml X 2

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.

Cell Clean Pack Size 50 Ml

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.

Meditape UC-11A Pack Size 100 Strips X 10

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.

Calibrator SG Pack Size 10 Ml X 5 X 3

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.

UC Control Pack Size 10 Ml X 3 X 2

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.

UF Control Pack Size 30 Ml X 2

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.

Urine Analyzer Tubes Pack Size 1 Pack Of 100 Tubes

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.

Barcode Printer Paper Roll

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.

Barcode Printer Ribbon

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.

Sample Cup Pack Size 1 Pack Of 500

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.

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

1. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   1. The bidder has to submit an Earnest Money Deposit in the form of DD/Pay Order/ Bank Guarante

e/FDR for an amount of Rs.90,000/- (Rupees Ninety Thousand Only) issued in favour of Director, LHM C & Assoc. Hospitals paybale at New Delhi. A scanned copy of EMD instrument is also to be uploade d in the technical bid.

2. In case of FDR/ Bank Guarantee it should be having a validity of 16 months from the date of iss uance.

3. The Physical Instrument of EMD must be desposited with the Purchase Section by the bidder wit hin five working days from the last date of submission of Bid.

4. In case of non-receiving of EMD the bid shall be cancelled without any further correspondence.

5. Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common I P address with either Bidder(s)/Seller(s) or Buyer, shall be out rightly rejected & shall n ot be considered for further evaluation.

6. For the purpose of quality assessment, the Hospital may ask for samples of quoted a rticles. The firm has to submit samples as and when asked by the Hospital. Please not e that no payment shall be made against the samples.

7. The representation received outside GeM portal will not be replied/answered in any condition.

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3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

4. Rate Contract

Demurrage charges In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted.Demurrage charges. In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted.

5. Rate Contract

Packing Material The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights.Packing Material. The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights.

6. Rate Contract

Bidder's offer is liable to be rejected if they dont upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent

Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

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

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

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

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

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

यह बिड सामान्य शर्तों 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---