

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-10-2025 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-10-2025 15:30:00
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 Labour And Employment
विभाग का नाम/Department Name	Employees State Insurance Corporation
संगठन का नाम/Organisation Name	Employees State Insurance Corporation
कार्यालय का नाम/Office Name	Esic Hospital Tiruppur
वस्तु श्रेणी /Item Category	Custom Bid for Services - Procurement of Arterial Blood Gas Analyser along with required reagents, quality control, consumables on rate contract basis
समान श्रेणी/Similar Category	<ul style="list-style-type: none">• Operation And Maintenance Of Other Machines And Plants• Repair, Maintenance and Installation of Plant/ Systems/Equipments• Selection of Laboratories for Testing of Products/Material
अनुबंध अवधि /Contract Period	3 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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 बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	62

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

लाभार्थी / Beneficiary :

ESIC Fund A/c Number 1 payable at Tiruppur
 ESIC Hospital Tiruppur, Employees State Insurance Corporation, Employees State Insurance Corporation, Ministry of Labour and Employment
 (Esic Fund A/c Number 1 Payable At Tiruppur)

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. 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.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
5. 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.
6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will

be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1758526309.pdf](#)

Payment Terms:[1758526329.pdf](#)

GEM Availability Report (GAR):[1758526338.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1758526648.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
10-10-2025 11:00:00	ESIC Hospital, Tiruppur. (email:proc-esichtup.tn@esic.gov.in)

Custom Bid For Services - Procurement Of Arterial Blood Gas Analyser Along With Required Reagents, Quality Control, Consumables On Rate Contract Basis (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Procurement of Arterial Blood Gas Analyser along with required reagents, quality control, consumables on rate contract basis
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Sathyanarayanan B	641603,EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL, EMPLOYEES' STATE INSURANCE CORPORATION, Poovulapetti to Thirumurugan Poondi ring road, Tiruppur	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Terms and Conditions

1. Introduction: ESIC is a social security organization under the ministry of labour and employment of India. ESIC established 100 bed hospital at Tiruppur to provide medical service to insured persons. In order to provide better service, ESIC intended to purchase Arterial Blood Gas Analyser along with required Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls to perform all test parameters (pCO₂, pO₂, Na⁺, K⁺, pH and calculated parameters like HCO₃⁻, Base excess, TCO₂, Cl⁻, iCa, Hct, Lactate) mentioned in technical specification and Thermal paper roll.

2. Rate contract for required Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls and Thermal paper roll shall be executed with the successful bidder for 3 years which can be extendable for further period of 2 years with mutual consent.

Approximate number of tests performed per annum	2000
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3. Scope of Work: Includes equipment supply, installation, commissioning and free trial runs with providing free trial kits for all tests along with respective calibrator and control, providing maintenance of equipment during warranty and comprehensive maintenance contract period (CMC) as per terms & conditions of the bid, Uninterrupted supply of Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls and Thermal paper roll throughout the rate contract period.

4. Technical Specification:

ARTERIAL BLOOD GAS ANALYSER		
Sl.No.	Title	Specification
1	Product Description	ARTERIAL BLOOD GAS ANALYSER
2	Type of blood gas analyser	Bench Top
3	Type of Technology	Cartridge (Multiple-Use)
4	Parameters measured by blood gas analyser	pCO ₂ , pO ₂ , Na ⁺ , K ⁺ , pH and calculated parameters like HCO ₃ ⁻ , Base excess, TC O ₂
5	Additional Parameters measurable by the blood gas analyser	Cl ⁻ , iCa, Hct, Lactate
6	Cardiac Parameters measurable	Not available
7	Neonatal Parameters	Not available
8	Monitor type	LCD
9	Type of printer	Inbuilt printer
10	Cartridge: reagent to be used can be stored mostly at room temperature between 2-30 Degree C, Automatic calibration (hint: seller shall inform the exact details to buyer at the time of making the supplies)	Yes
11	Shall have patient Bar Code facility, Ability to run a wide range of patient panels on one system	Yes
12	Capability to transfer patient data to LIS: His	Yes
13	Sample Volume in micro litre	≤ 200
14	Power source	AC Mains
15	Battery backup provided	Through UPS for 30 mins
16	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
17	Availability of valid drug license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date	Yes
18	Valid Drug license number	to be provided
19	Manufacturing unit certification	ISO:13485 (Latest)
20	Availability of Test Report for product as per Medical Device Rules (MDR) 2017 as amended till date	Yes
21	Electrical Safety Standards	IEC/EN 60601-1 or equivalent BIS Standard

22	Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission and: Or along with supplies as per buyer requirement	Yes
23	Warranty (including electrode and membrane etc as applicable for the analyzer offered) in years	5
24	Shelf life of the reagent: cartridges as applicable in months	should have 80 % Shelf life on the date of supply
25	On-board shelf life of reagent in weeks	Minimum 4 weeks
26	OEM: Reseller shall ensure uninterrupted availability of all spares for 10 years	Yes
27	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes
28	User: Technical: Maintenance manuals to be supplied in English in hard and soft copy	Yes
29	Details of equipments and procedures required for local calibration and routine maintenance to be supplied and advanced maintenance task documentation also to be furnished	Yes
30	List of important spares and accessories, with their part numbers to be supplied to the buyer at the time of supplying the equipment	Yes
31	Installation and Demonstration of equipment and training to be provided after completing supplies before acceptance	Yes
32	Principal Manufacturer must have direct Presence: Approved service center In India	Yes
33	Bidder should have service centre within	Tiruppur/Coimbatore/Erode district in Tamilnadu
34	Calibration certificates as per NABH requirement	Yes

5. Financial Bid:

A. EQUIPMENT

Sl. No.	Equipment Name	Quantity	Cost /unit (Rs.) with GST	Amount (Rs.) with GST
1				

B.

CMC

Comprehensive Maintenance Charges (with GST)	CMC %	Amount (Rs.) (with GST)
CMC charges for 1st year after warranty in % of cost of equipment		
CMC charges for 2nd year after warranty in % of cost of equipment		
CMC charges for 3rd year after warranty in % of cost of equipment		
CMC charges for 4th year after warranty in % of cost of equipment		
CMC charges for 5th year after warranty in % of cost of equipment		
Total (B) (with GST)		

C Parameters

Sl.No.	Name of the Test parameters	Cost Per Test (Rs.) (with GST)
1	ABG Test (pCO ₂ , pO ₂ , Na ⁺ , K ⁺ , pH and calculated parameters like HCO ₃ ⁻ , Base excess, TCO ₂ , Cl ⁻ , iCa, Hct, Lactate)	
2	Other Consumables (Solution Pack)	
	Total (C) (with GST)	

D QUALITY CONTROLS

Item	Cost/Unit (Rs.) (with GST)
Quality Controls	
Quality Controls	
Quality Controls	
Total (D) (with GST)	

E THERMAL PAPER ROLL

Sl.No	Name of Consumable	Cost/Unit (Rs.) (with GST)
1	Thermal Paper roll	
	Total (E) (with GST)	

6. **Bidders should quote the total value of (A+B+C+D+E) in the financial bid.** Break up should be uploaded in excel format. Bidder must submit this document in pdf/Hard copy when this office asks for the same.
7. **If more than one bidder quotes the L1, the bidder who have quoted lowest price for Reagents/cartridge/cassette, Other Consumables (Solution Pack) shall be selected as L1.**
8. **Final acceptance of the bid price is only after assessing the reasonability of rate by using various business analytical tools.** (i.e. compared with market price, CGHS rate etc.) Bidder should provide breakup for cost per test (in Financial breakup - C) by providing details of Reagents/cartridge/cassette, Other Consumables (Solution Pack) as per Proforma - 1.

Proforma - 1

Item	Pack Size (unit of measurement)	Pack Size (No of Test per Pack)	Cost per pack (with GST)	Cost Per Test (with GST)
Reagents/cartridge/cassette (name)				
Other Consumables (Solution Pack) (name)				
Total				

IMPORTANT: There should be no variations in total cost per test in Financial breakup - C and Total cost of Proforma - 1.

9. The quoted price for Equipment, Cost per test and CMC on F.O.R destination per unit and are inclusive of GST and inclusive of all charges for packing and forwarding, transport & installation.
10. The successful bidder responsible for supply, installation, commissioning and trial runs with providing free trial kits (Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls) for all tests along with respective calibrator and control. The equipment along with associated accessories including UPS and Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls and Thermal paper roll are to be delivered to the hospital on Freight on Road (F.O.R) destination basis.
11. The successful bidder should sign a memorandum of understanding with ESIC Tiruppur Hospital for supply, inspection, installation & commissioning, CMC of equipment and rate contract of Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls and Thermal paper roll.
12. As per the requirement, the supply order for Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls and Thermal paper roll will be issued to the successful bidder after installation, commissioning and trial runs of the equipment and signing of MoU with ESIC Tiruppur Hospital. No guarantee can be given as to the minimum quantity which will be drawn against this contract but the bidder should supply quantity as ordered by the buyer.
13. The approximate number of tests performed per annum is anticipated drawl only.
14. Bidder should provide calibration certificate (IQ/OQ/PQ) for the hardware (Sample loading tray, aspiration pipettes etc.) traceable NABL standards as per the manufacturer's instructions.
15. **Bidders should upload Compliance certificate for technical specification. Bids without Compliance certificate for technical specification will be summarily rejected.**
16. **Physical live demonstration** of equipment is mandatory. Bidder should demonstrate the equipment at ESIC Hospital Tiruppur or at any institution within Tiruppur/Coimbatore/Erode district by their own cost. Bidder should submit an undertaking in this regard in **proforma "2"**. Bidders who fail to upload undertaking of live demonstration equipment proforma will be summarily rejected. **No virtual demo will be entertained.**
17. Only products that are available currently in the market and shall not become obsolete for next 10 years should be included in the bid.
18. **Performance security:** Successful bidder has to submit Performance security at 5% of the bid value of Equipment + (Cost per test x Approximate number of tests performed per annum) in the form of demand draft only. DD should be made in favour of ESIC FUND ACCOUNT NUMBER 1 payable at Tiruppur. After award of contract, Successful Bidder should upload scanned copy of the demand draft in place of PBG and has to ensure delivery of hard copy to the original demand draft to the Buyer within

15 days of award of contract.

19. In case of extension of rate contract bidder must provide Performance security at 5% of the bid value of Cost per test x Approximate number of tests performed per annum.
20. The successful bidder should submit 10% of total CMC charges as performance security for Comprehensive Maintenance Contract in the form of Account payee Demand Draft only in favour of ESIC Fund Account No.1 payable at Tiruppur before commencement of CMC.
21. Performance security for equipment will be refunded without any interest after completion of warranty period plus two months, once all the contractual obligations (including satisfactory performance report from user department) are fulfilled and receipt of performance security for the Comprehensive Maintenance Contract. In case successful bidder fails to submit the PBG or does not provide service for CMC contract after expiry of warranty period then PBG of equipment plus reagent shall be forfeited.
22. Warranty period shall be commenced from the date of final acceptance certificate (FAC) of equipment.
23. Performance security for CMC will be refunded without any interest after completion of CMC period plus two months, once all the contractual obligations are fulfilled (including satisfactory performance report from user department).
24. CMC shall include preventive maintenance including calibration as per technical/service/operational manual of the manufacturer, service charges and all spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, service personnel shall visit buyer site as recommended in the manufacturer's technical/service/operational manual, at least once in THREE Months or as per user requirement. The bidder should provide 98% of uptime warranty for the machine during the CMC period basis, with penalty, to extend CMC period by double the downtime period
25. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
26. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1
CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
CMC charges for 3rd year after warranty period - Percentage to be indicated- A3
CMC charges for 4th year after warranty period - Percentage to be indicated- A4
CMC charges for 5th year after warranty period - Percentage to be indicated- A5

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

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

$$C \times \left\{ \frac{A1}{100} / (1.10^n) + \frac{A2}{100} / (1.10^{n+1}) + \frac{A3}{100} / (1.10^{n+2}) + \frac{A4}{100} / (1.10^{n+3}) + \frac{A5}{100} / (1.10^{n+4}) \right\}$$

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

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

27. CMC charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all incidental charges. The same shall include GST. The price also includes cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.
28. On unsatisfactory performance or violation of terms and conditions of the contract, will make the contractor liable for forfeiture of Performance security. The decision of competent authority will be final in this count.
29. Bidder should provide regular/periodical maintenance of equipment i.e. minimum four visits per annum during warranty period and any number of breakdown calls.
30. **For Warranty:** No separate charges will be paid for regular/periodical maintenance, any breakdown call service rendered during warranty period.
31. **For CMC:** Bidder should provide regular/periodical maintenance of equipment i.e. minimum four visits per annum during CMC period and any number of breakdown calls. Charges will be paid on quarterly/half-yearly basis as per the quoted price.
32. Bidder should attend breakdown call if any in-person within 24 hours of registration of such call during the warranty and comprehensive maintenance contract period.
33. Bidders should have service centres Tiruppur/Coimbatore/Erode in Tamil Nadu and able to attend the calls within 24 hours as in person.
34. Bidder should provide complete details of service centre including contact number, email address a

nd name of the service personal.

35. Bidder should ensure the repair/maintenance of equipment including replacement of equipment/spares/accessories (in case of unrepairable) at free of cost during the warranty and comprehensive maintenance contract period.
36. The bidder has to submit the compliance certificate as per GFR 144(xi) (The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.)
37. BIS/CDSCO/ISO certificates for equipment should be submitted.
38. Availability of all Spares/Reagents/consumables/accessories etc. shall be ensured by the bidder for complete lifespan of the equipment or 10 years (whichever is more).
- 39. Bidders should specify whether only OEM spares/ Reagents/ consumables/accessories etc are compatible or substitutes for the same from other sources can also be used with compromising the warranty and optimal functionality of equipment.**
40. There should be provision for free of cost software up gradation (wherever applicable).
41. Selected bidders should supply good quality, freshly made equipment's only. Supply of defective, refurbished shall be rejected.
42. Bidders should not be blacklisted, debarred by any government institutions/GEM portal in the last 03 years.
43. Bidders should comply with all the prevalent rules of the GOI.
44. The bidder should have experience for supply of the equipment for three financial years to any government institutions/reputed private institutions.
45. Bidders should not have supplied the same equipment to any other institutions for a rate less than what is quoted in the bid.
46. Bids from reputed OEMs/Authorized dealers are preferable.
47. **Rate Contract:** The rate mentioned in the quote/breakup will be taken for rate contract of Reagent s/cartridge/cassette, other consumables (solution pack) if any, quality controls and Thermal paper roll supply to ESIC Tiruppur Hospital. The rate contract shall be initially valid for THREE (3) years from the date of signing of agreement and extendable for TWO (2) more years on mutual consent basis.
48. ESIC will issue supply order for Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls and Thermal paper roll as per the requirement, the bidder should supply the ordered items without splitting within 21 days from the date of issue of the supply order through email. If the successful bidder fails to supply within the stipulated period, 2% of order value per week or part of week will be levied as penalty for delayed supply. Maximum penalty shall not exceed 10% of order value.
49. Bidder should provide the contact detail for the placement of supply order such as name of the contact person, designation along with email Id and phone number. All the supply order will be sent to the particular email id only. If any change of email id should be intimated immediately.
50. ESIC can place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will not be affected beyond the validity period of the rate contract.
51. If any Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls and Thermal paper roll supplied by the bidder found as substandard/defective that particular lot should be replaced by the bidder at free of cost at the earliest.
52. **Fall Clause:** If the bidder reduces Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls and Thermal paper roll price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization (except export / deemed export by the supplier or under any previous contract with any institution) during the currency of the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.
53. **Life Period:** As on date of delivery, Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls should not be older than Eighty percentage (80%) of its shelf life from the date of manufacture.
54. **Payment for Equipment:** Payment shall be made through (RTGS/NEFT) within 30 days from the date of final acceptance of equipment which include supply, inspection, installation & commissioning and observation period.
55. **Payment for Reagents:** Payment shall be made through RTGS/NEFT within 30 days from the date of receipt of ordered items & bill.
56. **Payment of CMC** will be made on quarterly/half-yearly basis after satisfactory completion of said period, duly certified by end user.
57. **Force majeure clause.**
 - a. The contractor shall not be liable for, forfeiture of its performance security, liquidated damages or ter

mination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an even of Force Majeure.

b. For purpose of this clause, "Force Majeure" means an event beyond the control the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure situation arises, the supplier shall promptly notify the Medical Superintendent, ESIC Hospital, Tiruppur in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

58. Arbitration:-

Any dispute and differences relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter of thing whatsoever in any way arising out of or relating to the contract, designs, drawings, Specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution failure to execute the same whether arising during the progress of the work or after the completion abandonment thereof in respect of which amicable settlement has not been reached, shall be referred to the Sole Arbitration of the **Arbitrator appointed by Medical Superintendent ESIC Hospital, Tiruppur** who shall proceed as per the Arbitration Act, 1996 (as amended as rules framed there under) Jurisdiction of Tiruppur.

a. The work under the contract shall continue, during the Arbitration proceedings.

b. The award of the Arbitrator shall be final, conclusive and binding on both the parties.

Proforma - 2

Undertaking of Physical demonstration of Medical Equipment

[Name of the Equipment]

As per the bid condition, physical demonstration of the medical equipment.....
..... is mandatory and we/I willing to physically demonstrate our product at ESIC Tiruppur Hospital Pooluvapatti - Thirumurugan Poondi Ring Road in our own expenses. And we/I understood that our physical demonstration will not bind the ESIC to purchase the product from us.

Or

As per the bid condition, physical demonstration of the medical equipment.....
..... is mandatory and we/I willing for the physically demonstrate our product at Hospital/Lab/Clinic/Institution.....
..., at Tiruppur /Coimbatore/ Erode district with the proper permission from the concerned Hospital/Lab/Clinic/Institution in our own expenses. And we/I understood that our physical demonstration will not bind the ESIC to purchase the product from us.

(Signature of Bidder)

Name and Address, Seal of the Bidder

Note:

1. Physical demonstration should be done only by the equipment required by ESIC (as per the specification mentioned in the bid)
2. Technically fit person should be available to demonstrate the equipment
3. In case of venue of physical demonstration not in ESIC Hospital Tiruppur,
 - a. Venue must be within Tiruppur /Coimbatore/ Erode district of Tamil Nadu and Date and Time should be mutually agreed.
 - b. ESIC will bear the cost of visit for the ESIC inspecting team.

Proforma-3

INTEGRITY PACT

(TO BE TYPED ON BIDDER'S LETTER HEAD)

To

The Medical Superintendent

ESIC Hospital,

Thirumurugan Poondi to Pooluvapatti Ring Road,

Tiruppur - 641603.

Subject: Providing laboratory equipment Arterial Blood Gas Analyser along with required Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls to perform all test parameters (pCO₂, pO₂, Na⁺, K⁺, pH and calculated parameters like HCO₃⁻, Base excess, TCO₂, Cl⁻, iCa, Hct, Lactate) mentioned in technical specification and Thermal paper roll under rate contract basis for 3 years which can be extendable for further period of 2 years with mutual consent at ESIC Hospital, Thirumurugan Poondi to Pooluvapatti Ring Road, Tiruppur - 641603.

Sir,

1. I / We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.
2. I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.
3. I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by ESIC. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with 'Article' of the enclosed Integrity Agreement.
4. I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, ESIC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

(Signature of Bidder)

Name and Address, Seal of the Bidder

-

ARTICLE

INTEGRITY PACT DOCUMENT

(To be executed on plain paper and signed by the bidder as 2nd party before uploading as bid document . ESIC as 1st party will sign this Integrity Pact later stage after opening of bids)

PRE-CONTRACT INTEGRITY PACT

General

1. This prebid-contract Agreement (hereinafter called the Integrity Pact) is made on..... the day of the month of year.....Between on one hand of Employees' State Insurance Corporation (ESIC) under the administrative control of Ministry of Labour and Employment, Government of India acting through (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 -----, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Party. WHERE as the BUYER proposes to procure services (Name of Items to be procured) and the Bidder/Seller is willing to offer/has offered the stores/services.
2. Whereas the Bidder is a private company/ public company/ partnership/ proprietorship constituted in accordance with the relevant law in the matter and the Buyer is a -----performing its functions on behalf of India.

Objectives

Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- 2.1 . Enabling the Buyer to obtain the desired said stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 . Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of Buyer

3. The Buyer Commits itself to the following: -
 - 3.1 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, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
 - 3.2 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.
 - 3.3 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.
4. In case of 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

5. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair mea

ns and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contractor in furtherance to secure it and in particular commits himself to the following: -

- 5.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of 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.
- 5.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of 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 favour or disfavor to any person in relation to the Contract or any other Contract with the Government.
- 5.3 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.
- 5.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 The Bidder commits to refrain from giving any complaint directly or through any other manner with supporting it with full and verifiable facts.
- 5.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

6. Previous Transgression

- 6.1 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 here under or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 6.2 If the Bidder 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.

7. Security Deposit

- a. The Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.
- b. In the case of 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 with assigning any reason for imposing sanction for violation of this pact.
- c. The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same with assigning any reason for imposing sanction for violation of Integrity Pact.
- d. No interest shall be payable by the Buyer to the Bidder(s) on Security Deposit for the period of its currency.

8. Company Code of Conduct

- 8.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and

other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

9. Sanctions for Violation

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or with the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- a. To immediately call off the pre-contract negotiations with assigning any reason Or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- b. The Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- c. To immediately cancel the contract, if already signed, with giving any compensation to the Bidder.
- d. 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, 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 Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- f. To cancel all or any other Contracts with the Bidder.
- g. To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- h. 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.
- i. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close 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 offering of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract with payment of any compensation to the Bidder.
- j. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- k. 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, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- l. 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.

9.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

10. Fall Clause

The Bidder undertakes that he has not supplied/is not supplying the similar 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 and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price 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.

11. Examination of Books of Accounts

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

12. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. **Tiruppur, Tamilnadu** or as decided by the BUYER.

13. Other Legal Actions

The actions stipulated in this Integrity Pact are with 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.

14. Validity

14.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

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

15. Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of independent external monitors or any other monitoring committee nominated by the competent authority for the purpose at any stage.

16. The Parties hereby sign this Integrity Pact at _____ on _____.

ESICH, TIRUPPUR(1stParty)

BIDDER(2ndParty)

Witness

Witness

Proforma - 4

Undertaking - General conditions
(On Non-Judicial stamp paper of Rs.100/-)

To

The Medical Superintendent

ESIC Hospital,

Thirumurugan Poondi to Pooluvapatti Ring Road,

Tiruppur - 641603.

Subject: Providing laboratory equipment Arterial Blood Gas Analyser along with required Reagents/cartridge/cassette, other consumables (solution pack) if any, quality controls to perform all test parameters (pCO₂, pO₂, Na⁺, K⁺, pH and calculated parameters like HCO₃⁻, Base excess, TCO₂, Cl⁻, iCa, Hct, Lactate) mentioned in technical specification and Thermal paper roll under rate contract basis for 3 years which can be extendable for further period of 2 years with mutual consent at ESIC Hospital, Thirumurugan Poondi to Pooluvapatti Ring Road, Tiruppur - 641603.

Respected Sir,

1. The undersigned certifies that I/we have gone through the terms and conditions mentioned in the tender document including annexures & Proformas and same are acceptable to me/ us and I/ we undertake to comply with them. The rates quoted for rate contract by me/us are valid and binding on me/us for acceptance for the period of three years from date of finalizing of the tender and extendable for two more years.
2. It is certified that rates quoted for the equipment and all other items are the lowest quoted by me/ us for any other Institution/Hospital in India.
3. I/We give the rights to Medical Superintendent, ESIC Hospital, Tiruppur to forfeit the Security Deposit submitted by me/us if any delay occurs on my/ our part or fails to supply the article, maintenance/repair the equipment and other accessories at the appointed place and time and of the desired specification.
4. I/We hereby undertake that my/our firm will provide repair and maintenance of the equipment and other accessories throughout the Warranty and CMC period.
5. I/We hereby undertake that my/our firm will provide an uninterrupted supply of rate contracted items, throughout the contract period.

6. I/We hereby undertake that there is no vigilance/CBI case or court case pending against the firm/supplier.
7. It is certified that my/our firm has not been derecognized / debarred / blacklisted either by the tender inviting authority or by any state government or central government organization or GeM.
8. On Inspection if any article is found not as per supply order, it shall be replaced by me/us in time as asked for, to prevent any inconvenience, at my/our own expenses.
9. I/we hereby undertake to supply the items as per directions given in supply order within the stipulated period.
10. I/We undertake that the firm is having experience in this business for last three (03) or more years.
11. I/we understand that Medical Superintendent, ESIC Hospital Tiruppur, has the right to accept or reject any or all the tenders in part or full without assigning any reasons (s) thereof.
12. I/we hereby undertake that the quoted equipment/products are available currently in the market and shall not become obsolete for next 10 years.
13. I/we hereby undertake that the availability of all Spares/Reagents/consumables/accessories etc. for complete lifespan of the equipment or 10 years (whichever is more).
14. I/we hereby certified that any software up gradation (wherever applicable) should be provided for free of cost.

(Signature of Bidder)

Name and Address, Seal of the Bidder

I. Documents to be uploaded in addition to the GEM GTC

1. Manufacturer license (in case of Manufacturer)
2. Manufacturing License along with authorization letter from the original equipment manufacturer
3. Proforma-1 - Parameters pack size, cost per pack/test
4. Proforma-2 - Undertaking form for physical live demonstration
5. Proforma-3 - Integrity pact
6. Proforma-4 - Undertaking for General conditions.
7. Technical specification compliance certificate.
8. Certificate for OEM spares/ Reagents/ consumables/accessories etc are compatible or substitutes for the same from other sources can also be used with compromising the warranty and optimal functionality of equipment.
9. GST certificate.
10. Bank Mandate form.
11. Apart from the above, all necessary and essential documents/certificates mentioned in the bid document should be enclosed/submitted.

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 [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. 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.
17. 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.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---