

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-04-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-04-2026 12:30:00
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
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Gel Card Centrifuge (Q3)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	1 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	8 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 Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *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

बिड विवरण/Bid Details

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
विगत प्रदर्शन /Past Performance	80 %
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
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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
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.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers

offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

7. 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.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
20-03-2026 11:00:00	ESIC Hospital, Pooluvapatti to Thirumuruganpoondi Ring Road, Tiruppur. (email: ms-tiruppur.tn@esic.gov.in, proc-esichtup.tn@esic.gov.in)

Gel Card Centrifuge (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Product Information	Timer Range	15.0, 20.0 (minute)
	Speed Range (RPM), Maximum	1000
	Centrifugal Time	60.0, 15.0 (minute)
	RCF Range (gram), Maximum	1000

विवरण/Specification	विशिष्ट का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Capacity of Gel Card	24
Dimension	Weight	13.0, 18.0, 22.0, 25.0 (kilogram)
	Height	230.0, 275.0 (millimeter)
	Width	380.0, 445.0, 420.0 (millimeter)
	Depth	320.0, 360.0, 500.0 (millimeter)
Power Supply	Power Voltage	145.0, 220.0 (Volt)
	Current (Amp)	3
	Power in watt	120.0, 150.0 (Watt)
Warranty	Warranty Period	5 Or higher (year)
Test Report Details	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes
	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Yes
Certification	Manufacturer Certifications	ISO 13485:2016 or Latest, ISO 9001 : 2015 or latest
	Product Certifications	CE

Additional Specification Parameters - Gel Card Centrifuge (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
TECHINICAL SPECIFICATION	Technical specification given in buyer added bid specific ATC shall be final. Bidders needs to comply.

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sathyanarayanan B	641603,EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL, EMPLOYEES' STATE INSURANCE CORPORATION, Poovulapetti to Thirumurugan Poondi ring road, Tiruppur	1	15

Special terms and conditions-Version:1 effective from 16-01-2024 for category Gel Card Centrifuge

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc if applicable. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc if applicable.
3. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
4. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TECHNICAL SPECIFICATIONS: -

Timer Range	15 minutes to 20 minutes
Noise Level (db)	= <55

Motor Type	DC Brushless Motor
Speed Range (RPM), Maximum	1000
Centrifugal Time	60 minute
RCF Range (gram), Maximum	1000
Capacity of Gel Card	24
Weight	13 kilogram to 25 kilogram
Height	230 millimeter to 275 millimeter
Width	380 millimeter to 445 millimeter
Depth	360 millimeter to 500 millimeter
Power Voltage	145 Volt to 220 Volt
Current (Amp)	3
Power in watt	120 Watt to 150 Watt
Warranty Period - onsite	5 years

NOTE: Technical Specification given in table above shall be final. Bidders need to comply.

TERMS AND CONDITIONS:-

1. Financial Bid: Bidder should quote equipment cost plus consumable cost in the price bid as per list below.

SI.No.	Name	Unit of measure	Unit rate
1	Gel Card Centrifuge	Number	
2	ID Diaclon ABO/ D+Rev Grouping	Per Card	
3	ID LISS /Cooms	Per Card	
4	ID Cooms Anti-IgG	Per Card	
5	ID Diluent 2	Per 100 ml	
Total			

Note: Bidder should quote the Total price of above in the price bid. Breakup should be provided in the bid. The rate quoted is inclusive of all applicable taxes.

2. Bidder shall not sublet, transfer, assign the contract or any part thereof.
3. Bidder is entirely responsible for the execution of supply order in all respect (supply, installation, testing & commissioning) in accordance with the terms & conditions as specified in the bid.
4. If the Bidder fails in fulfilling terms & conditions of the bid, it is treated as breach of contract and the Medical Superintendent shall be entitled to make other arrangement at the risk and expense of the Bidder.
5. Bidder shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end of life by the OEM before this period.
6. Bidder should ensure the equipment to be provided should be brand new and good quality in line with the specification mentioned in the terms and conditions of the bid. Any equipment with poor quality/refurbished shall be summarily rejected and the Bidder has to bear the transport charges of rejected items.
7. Bidder should provide software up gradation (wherever applicable) at free of cost.
8. Bidder should provide regular/periodical maintenance of equipment i.e.minimum four visits per annum during warranty (Onsite) period and any number of breakdown calls. On each occasion of service, service report should be handed over to the user department with proper authentication.
9. **For Warranty:** No separate charges will be paid for regular/periodical maintenance, any breakdown call service rendered during warranty period.
10. Bidder should attend breakdown call if any in-person within 48 hours of registration of such call during the warranty period.
11. Bidder should provide complete details of service centre including address, contact number, email address and name of the service personal. Service centre should available within 500 KM from ESIC Hospital, Tiruppur.
12. 24x7 Telephonic/ online trouble shooting, Downtime ideally to be less than 48 hours, if it exceeds 48 hours should provide a backup with same specification during warranty period.
13. 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 period.
14. Since Centrifuges needs to be calibrated once a year (ref: NABL 112 issue 04, pg 17/100), during period of warranty the bidder should carryout calibration at their own expenses.
15. Quoted Equipment should be able to adopt all kinds of Gel Cards available in Indian market and should submit an affidavit stating the same.
16. Physical live demonstration of equipment is mandatory. Bidder should demonstrate the equipment at ESIC Hospital Tiruppur by their own cost. The bidder should submit an undertaking in this regard as per **proforma-A**. Bids received without undertaking for live demonstration of equipment will be summarily rejected. **No virtual demo will be entertained.**
17. Bidder should submit undertaking certificate as per **Proforma-B** along with bid.
18. Offered product should comply with standards/certifications such as BIS/CDSCO/ ISO etc.
19. Bidders should submit compliance certificate as per GFR-144(xi). (format enclosed).

20. **Life Period:** The consumable items should have minimum of one year shelf life. As on date of delivery, consumables should not be older than seventy five percentage (75%) of its shelf life from the date of manufacture.
21. **Rate Contract:** The unit rate quoted for consumables in the bid shall be taken for rate contract. The contract will be valid for a period of one year from the date of finalization (date of signing of agreement by Medical Superintendent, ESIC Hospital, Tiruppur) of the tender and it can be extended by the Medical Superintendent, ESIC Hospital, Tiruppur on the same rate and terms & conditions on mutual agreement for one more year. The Medical Superintendent reserves the right to terminate the contract at any stage if the supplies and or services are found unsatisfactory.
22. ESIC will issue supply order for consumables as per the requirement, the bidder should supply all the consumables mentioned in the supply order without splitting within 21 days from the date of receipt of the supply order. 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%.
23. Bidder should ensure availability of Spares/Reagents/ consumables/accessories etc. for complete lifespan of the equipment or 5 years (whichever is more).
24. 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.
25. 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.
26. Bidder must give an undertaking to the hospital that they will provide an uninterrupted supply of all consumables throughout the contract period.
27. Rejected supply, if any, should be taken back and replaced by the bidder at their own cost within the specified period and without causing any interruption to the hospital services.
28. In case if the bidder fails to supply the consumables as per demand and as and when required the order will be liable to be cancelled and the security money/earnest money whichever is available at that time will be forfeited. The stores will be purchased from other sources or second lowest and extra expenditure incurred if any will be recoverable from the default bidder.
29. 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 without compromising the warranty and optimal functionality of equipment.
30. **RESPONSIBILITY FOR EXECUTING CONTRACT (RISK PURCHASE):** Bidder shall not sublet, transfer; assign the contract or any part thereof without the written permission of the Medical Superintendent. The bidder is entirely responsible for the execution of supply order in all respects in accordance with the terms & conditions as specified in the acceptance of tender. If the bidder fails in fulfilling terms & conditions of the tender, it is treated as breach of contract and the Medical Superintendent shall be entitled to make other arrangement at the risk and expense of

the bidder.

31. Bidder should provide Non-Disclosure Agreement (NDA) undertaking for non-sharing of Patient Data with themselves/OEM or others through Equipment Software or otherwise.
32. **Performance Security:** The successful bidder should submit 5% of bid Value of equipment as performance security in the form of Insurance Surety bond/ Account payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form. Demand Draft should be in favour of ESIC Fund Account No.1 payable at Tiruppur. After award of contract, successful bidder to upload scanned copy of demand draft in place of PBG and has to ensure delivery of hard copy of original demand draft to buyer within 15 days of award of contract.
33. 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.
34. Warranty period shall be commenced from the date of final acceptance certificate (FAC) of equipment.
35. 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.
36. **Payment Terms: 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.
37. **Payment for Reagents:** Payment shall be made through RTGS/NEFT within 30 days from the date of receipt of ordered items & bill.
38. Successful bidder should sign a memorandum of understanding with ESIC Tiruppur Hospital for supply, inspection, installation, testing & commissioning and Warranty, maintenance of equipment and supply of consumables under rate contract basis.
39. **Force majeure clause.**
 1. Contractor shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
 2. For purpose of this clause, "Force Majeure" means an event beyond the control of contractor and not involving contractor'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.
 3. If a Force Majeure situation arises, contractor shall promptly notify the Medical Superintendent, ESIC Hospital, Tiruppur in writing of such conditions and the cause thereof. Unless otherwise directed by the Medical Superintendent in writing, contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternatives.

e means for performance not prevented by the Force Majeure event.

28. 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 or failure to execute the same whether arising during the progress of the work or after the completion or 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 – A

Undertaking of Physical demonstration of Medical Equipment

[Name of the Equipment] [Bid Number]

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.

(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

Proforma – B

Undertaking certificate

[Name of the Equipment] [Bid Number]

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

To

The Medical Superintendent

ESIC Hospital,

Pooluvapatti to Thirumuruganpoondi 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 Proformas and same are acceptable to me/ us and I/ we undertake to comply with them.
2. It is certified that rates quoted for equipment are the lowest quoted by me/ us for any other Institution/Hospital in India. I/We further undertake that in case any violation of declaration found I/we are liable to be debarred from future ESIC Tender enquiry for a further period of two years along with forfeiting the security deposit.
3. It is certified that rates quoted for consumable are the lowest quoted by me/ us for any other Institution/Hospital in India. I/We further undertake that in case there is any downward revision, the same will be passed on to the Medical Superintendent, ESIC Hospital, Tiruppur from the effective date during the currency of the contract and in case of failure to do so I/we are liable to be debarred from future ESIC Tender enquiry for a further period of two years along with forfeiting the security deposit.
4. I/We hereby undertake that performance security deposited by me/us in the form Demand Draft/PBG in favour of ESIC Fund Account No.1, payable @ Tiruppur shall remain in custody of the Medical Superintendent ESIC Hospital, Tiruppur as per terms and conditions of the bid, GFR.
5. I/We give the rights to Medical Superintendent, ESIC Hospital, Tiruppur to forfeit the performance security submitted by me/us if any delay occurs on my/ our part or fails to supply the article, maintenance/repair the [Name of the Equipment] and other spares/accessories (if any), supply of consumables at the appointed place and time and of the desired specification.
6. I/We hereby undertake that my/our firm will provide an uninterrupted service towards repair and maintenance of the [Name of the Equipment] and spares/other accessories (if any) throughout the Warranty period.

7. I/We hereby undertake that my/our firm will provide an uninterrupted supply of consumables throughout the contract period.
8. I/We hereby undertake that there is no vigilance/CBI case or court case pending against my/our firm/agency.
9. 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.
10. 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.
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 5 years.
13. I/we hereby undertake that for non-sharing of Patient Data with our selves/OEM or others through Equipment Software or otherwise
14. I/we hereby undertake that the availability of all Spares/accessories (if any) etc. & consumables for complete lifespan of the equipment or 5 years (whichever is more).
15. 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

GFR 144 xi compliance certificate

GeM Bid No: _____

GFR 144 xi compliance certificate (as per order F.No.6/18/2019-PPD, Ministry of Finance, GoI):

I have read the clause regarding restrictions under GFR 144xi on procurement from a bidder of a country which shares a land border with India. I certify that this vendor

Is not from such a country

Is from a country and has been registered with competent authority (attach evidence of valid registration).

(select one of the above and strike off the other)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered for proc

urement on GeM.

Authorised signatory

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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers 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.

[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---