

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-04-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-04-2026 16:30:00
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	Refilling of Medical Gases in Cylinders
अनुबंध अवधि /Contract Period	1 Year(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,Certificate (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 दस्तावेज़ों 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

**बिड विवरण/Bid Details**

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	Yes
रिवर्स नीलामी योग्यता नियम/ <b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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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	100
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1. 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.

2. 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.

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

4. 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

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/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)

#### Refilling Of Medical Gases In Cylinders ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Medical Gases	Compressed Medical Oxygen (CMO)
Type of Cylinder	A
एडऑन /Addon(s)	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Cylinders	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

**Refilling Of Medical Gases In Cylinders ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Medical Gases	Compressed Medical Oxygen (CMO)
Type of Cylinder	B
एडऑन /Addon(s)	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Cylinders	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

**Refilling Of Medical Gases In Cylinders ( 1 )****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Medical Gases	Compressed Medical Oxygen (CMO)
Type of Cylinder	D
<b>एडऑन /Addon(s)</b>	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents****परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Cylinders	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

**Refilling Of Medical Gases In Cylinders ( 1 )****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Medical Gases	Nitrous Oxide
Type of Cylinder	A
<b>एडऑन /Addon(s)</b>	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Cylinders	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

**Refilling Of Medical Gases In Cylinders ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Medical Gases	Nitrous Oxide
Type of Cylinder	D
<b>एडऑन /Addon(s)</b>	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents****परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Cylinders	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

**Refilling Of Medical Gases In Cylinders ( 1 )****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Medical Gases	Carbon dioxide
Type of Cylinder	D
<b>एडऑन /Addon(s)</b>	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents****परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Cylinders	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

#### **Technical Specifications for Medical Gases**

##### **1. Specification of Compressed Medical Oxygen**

- Should be certified for medical use as per IP 2014
- Should not contain less than 99.6% v/v of Oxygen
- Should not contain more than 5 PPM v/v of CO
- Should not contain more than 300 PPM CO<sub>2</sub>
- Should be free from Halogens and polymers
- Should be free from oxidizing substances
- Should be free from moisture
- Should be safe for human use
- Should not cause any damage to the material of cylinders, Gas pipeline, Anesthesia machine and ventilators.

##### **2. Specification of Medical Nitrous Oxide**

- Should be certified for medical use as an inhalation analgesic as per IP 2014.
- Source of Nitrous Oxide manufacturing should be IP grade ammonium nitrate, if any alternate technology or manufacturing process is used the same to be specified and all inputs regarding quality insurance and probable impurities etc must be provided.
- Should not contain less than 98% v/v of nitrous oxide, both in liquid & gaseous phase.
- Should not contain more than 10ppm v/v of CO.
- Should be free of reducing substances and hydrogen sulphide.
- Should not contain more than 2ppm v/v of nitric oxide and nitrogen dioxide in both liquid and gaseous phases.
- Should be free of oxidizing substances.
- Each batch must have passed tests for alkalinity, arsenic, phosphates, and ammonia and other recommended test.
- Should not cause any damage to the material of cylinders, Gas Pipeline, Anaesthesia machine and ventilators.
- Certified Safe for Human Use.
- Absolutely free of moisture and other impurities.

##### **3. Specification of Medical Carbon Di Oxide**

- Should be food grade CO<sub>2</sub>.
- Should be medical use and safe for Human Use.
- Should not cause any damage to the material of cylinders, Gas Pipeline, Anaesthesia machine and ventilators.

**Terms and Conditions:**

1. Bidder has to pick the empty cylinders of Medical Gases from designated place / department of ESICH Tiruppur on daily/ on order / on call of MS ESICH Tiruppur or the officer nominated by the MS ESICH Tiruppur and supply the refilled cylinder within maximum 24 hours of order or at the earliest as per requirement.
2. Bidder has to ensure compliance of gas cylinder rules 2016 or rules made thereafter and timely obtain necessary filling permissions from the chief controller of explosives under relevant rules while supplying the cylinders for filling of compressed gases.
3. Bidder should have valid license for storage, filling of medical gases from statutory body (PESO), Govt. of India. (A Self attested copy of same is to be uploaded).
4. Bidder should have separate tanks and filling decks in designated separate areas for medical gases and industrial gases to avoid any chance of mix up which may be harmful to the patients. It is therefore essential that they must have separate identified cylinders for medical and industrial oxygen and proper transport facility as per BOC guidelines.
5. Every cylinder should have a ring with all desired details (date of refilling, type of Gas, Pressure, Due date for testing) as per BOC guidelines.
6. All cylinders supplied by the bidder must strictly meet all regulatory requirements including filling norm as per latest rules of BOC.
7. 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.
8. Bidder shall have to supply the medical gases in the cylinders owned and maintained by them and also the cylinder owned by ESIC Hospital, Tiruppur as per requirement round the clock in various patient care areas.
9. Bidder is bound to supply medical gases to be used in the hospital during the validity of tender at the approved rates. If the price/GST as applicable of any item is reduced due to any reason during the validity of tender, the bidder will intimate the same to the hospital and reduce the rate immediately.
10. In case if the bidder fails to supply the medical gas 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.
11. Bidder must give an undertaking to the hospital that they will provide an uninterrupted supply of all gases in time and as per requirement including emergency situations.
12. All cylinders should be properly painted as per respective color code, as per BOC guidelines. The cylinder serial number, Name of the company and contents should be clearly indicated on the neck of the cylinder.
13. All the cylinders of medical gases should have:-
  - Valve protection caps
  - Valve with nickel plating only
  - History card of the cylinder
14. As per Gas cylinder rules 1981 and rules made thereafter as amended from time to time, the bidder should give an undertaking that they are legally bound to supply the items which have been quoted in the tender as per the latest rule laid by the governing authority, failing which they will be liable to action as deemed fit.
15. Bidder will be responsible for routine checkup and Repair /maintenance, testing & painting of cylinders and vessel including hospital own cylinders at no extra cost.
16. If any damage caused by the bidder in the hospital own cylinder (including valve, spindle) the same should be rectified by the bidder at their cost. If it is unrepairable the cylinder should be replaced with new cylinder by the bidder.
17. Bidder should ensure timely refilling and supply of all sizes of cylinders for the qualified medical gases (Oxygen, Nitrous oxide, Carbon Di oxide) i.e. in A, B, C and D/bulk type.

18. Bidder should have efficient and safe transport to ensure timely supply of medical gases.
19. Successful bidder will be bound to supply the gases even after completion of tenure at tender rates, terms & conditions till the next tender/fresh arrangement is finalized.
20. Bidder must maintain adequate stock of gases/cylinders. In case of emergency situation bidder must maintain uninterrupted supply of gases.
21. The service is Pick & Drop service. The bidder has to pick empty cylinder & supply refilled cylinder. Rates offered by bidder include all service components. (Refilling with Pick & Drop).
22. In case of any emergency situation (Leakage, etc.) bidder must take necessary action/provide technical support to control/rectify the situation.
23. Purity reports have to be submitted at the time of supply and as and when requested by the hospital.
24. All the medical oxygen cylinders and other medical gases should be sealed with shrink fit seals and ensure all safety, health and environmental and quality concerns / rules as per applicable laws.
25. The refilling of the cylinders has to be done outside hospital premises.
26. In general, the cylinders have to be supplied during working hours of the hospital i.e. between 09 Am to 04 Pm (Monday to Friday) and 09 Am to 01 Pm (Saturday). In case of emergency round the clock supply should be ensured.
27. **Price bid: Bidder should quote the unit rate for refilling of medical gases of respective type of cylinders without GST.**

Name of Medical Gas	Required Type
Compressed Medical Oxygen	A
Compressed Medical Oxygen	B
Compressed Medical Oxygen	D
Medical Nitrous Oxide	A
Medical Nitrous Oxide	D
Medical Carbon dioxide (30 kg)	D

28. **The GST and other Govt duties will be paid as applicable.**
29. **Revision of Rates:** There should not be any revision of rates during the contract unless anything is statutorily liable / imposed and duly notified by the Govt.
30. **Period of Contract:** The unit rate quoted 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 year. The Medical Superintendent reserves the right to terminate the contract at any stage if the supplies and or services are found unsatisfactory.
31. **Place of Delivery:** ESIC Hospital, Pooluvapatti to Thirumurugan Poondi Ring Road, Tiruppur – 641 603.
32. 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.
33. 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.
34. Successful bidder should sign a memorandum of understanding with ESIC Tiruppur Hospital for refilling and supply of medical gases under rate contract.
35. Bidder should submit duly signed Undertaking certificate as per Annexure-A annexed below.
36. **PERFORMANCE SECURITY:** The successful bidder shall have to submit a performance security of Rs.10,000/- 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 up

load 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.

37. The performance security shall be valid for the duration of the contract period 1 year plus 2 months totally 14 months. In case of extension of the contract on mutual agreement the performance security must be extended.

38. On due performance and successful completion of the contract obligations as well as satisfactory performance report from user, the performance security shall be returned without any interest.

39. 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.

40. **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.

41. On due performance and completion of the contract in all respects, the security deposit will be refunded to the bidder without any interest, on presentation of satisfactory performance report from the user unit. **Security Deposit will be forfeited in case of unsatisfactory performance report.**

42. **Payment Terms:** Payment should be made on Monthly basis. Bills to be submitted along with satisfactory report of user department. The stamped pre-receipted bill in triplicate in the name of Medical Superintendent, ESIC hospital, Pooluvapatti to Thirumurugan Poondi Ring Road, Tiruppur – 641 603 shall be submitted to the hospital along with a copy of the receipt showing delivery of goods ordered, obtained from store manager. Order number & date shall appear in all correspondence, delivery challans and invoices.

43. The payment shall be made through electronic mode only (RTGS/NEFT). Hence bank details to be submitted along with the bills. (Bank, Branch, A/c No., IFSC & MICR).

44. **Force majeure clause.**

a. The 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.

b. For purpose of this clause, "Force Majeure" means an event beyond the control the bidder and not involving the bidder'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 bidder 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 bidder 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.

#### **45. 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 Tirup

pur.

- 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.

**Annexure - A**

**UNDERTAKING CERTIFICATE**

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

To

The Medical Superintendent,  
ESIC Hospital, Tiruppur – 641 603.

Respected Madam, /Sir,

1. The undersigned certifies that / we have gone through the terms and conditions mentioned in the tender document including annexure & same are acceptable to me/ us and I/ we undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of one year from date of finalizing the tender and extendable to one year.
2. It is certified that rates quoted are the lowest quoted by me/ us for any other Institution/Hospital in India. I/We further undertake that in case there is any down-ward 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.
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 at the appointed place and time and of the desired specification.
4. I/We hereby undertake to the hospital that my/our firm will provide an uninterrupted supply of all type of medical gases during emergencies, throughout the contract period or till finalization of fresh tender, whichever is later as per requirement & specifications (As per BOC guidelines).
5. I/We hereby undertake that there is no vigilance/CBI case or court case pending against the my/our firm.
6. I/We hereby undertake that 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.
7. I/we hereby undertake to supply the items as per directions given in supply order within the stipulated period.
8. I/We hereby undertake that the firm is in this business for last three (03) or more years.
9. 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.

Date  
Place

Signature of the Bidder  
Full Name  
Designation  
Address  
(Office seal of the bidder)

## 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The**

**Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

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

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

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

This Bid is governed by the [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---**