

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-12-2025 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-12-2025 11:30:00
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	3
वस्तु श्रेणी /Item Category	Laboratory Refrigerator (V2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	28 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
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	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes
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**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	14700

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

(b). 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	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement (Preference to Make-in-india) order 2017 date 16.09.2020 (as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order (as amended and applicable time to time)

**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
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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. 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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [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.
5. 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.
6. 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.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

8. 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.

### Laboratory Refrigerator (V2) ( 3 pieces )

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

\* 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)
Generic	Capacity of Refrigerator (In Liters)	>1000<=1250
	Lower of Temperature Range (±0.5 Degree Celsius)	2.0 (degree Celsius)
	Temperature Adjustment Step size	0.1 (degree Celsius)
	Temperature Accuracy (In Percentage)	±0.5
	Temperature Uniformity (In Degree Celsius)	±0.5
	Cooling Method	Forced air cooling system
	Refrigerant	R134a
	Display Type	LED Or higher
	Touch Display	No
	Wheels Availability	Yes
	Wheels With Brakes	Yes
	Door Lock	Yes

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Chamber Lightning	Yes
	Alarm	High/low temperature, Power failure, Abnormal voltage, Sensor error, Thermostat failure, Low battery, High ambient temperature, Door ajar
	Connectivity Interface	USB, Wifi, Ethernet, RS232, RS485
	Energy Star Rating	5
Dimension and Constructions	<b>Number of Shelves/Drawers/Trays</b>	8
	Shelves/Drawers/Trays Type	Wire Mess, Perforated
	Shelves/Drawers/Trays Material	Stainless Steel 304
	<b>Outer Body Material</b>	Galvanized Iron
	<b>Inner Body Material</b>	Polystyrene (PS), Stainless Steel 304
	<b>Number of Doors</b>	2
	Door Type	Glass Door
	<b>Corrosion Resistant Shelves/Drawers/Trays, Inner and Outer Body</b>	Yes
Certification, Testing & Warranty	<b>Warranty for complete unit (Excluding Compressor)</b>	5 Or higher (year)
	Warranty on Compressor	5, 10 Or higher (year)
	Conformity to Standard(s)	IS 13450 (Part 1), IS 17724 (Part 1), IS 13485, CE (With 4 Digit Notified Number)
	Availability Of Test Report From Central Govt/Nabl/Ilac Accredited Lab To Prove Conformity To Specification	Yes
	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes

व्यापक रखरखाव / Comprehensive Maintenance	
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

\*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

**Additional Specification Parameters - Laboratory Refrigerator (V2) ( 3 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specifications	Technical specifications given in the 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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sathyannarayanan B	641603,EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL, EMPLOYEES' STATE INSURANCE CORPORATION, Poovulapetti to Thirumurugan Poondi ring road, Tiruppur	3	15

**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 SPECIFICATION		
Generic		
1	Capacity of Refrigerator (In Liters)	>1000<=1250
2	Lower of temperature Range (+/-0.5 Degree Celsius)	2 degree Celsius
3	Higher of Temperature Range (+/-0.5 Degree Celsius)	8 degree Celsius
4	Temperature Adjustment Step size	1 degree Celsius

5	Temperature Accuracy (In Percentage)	+/-0.5
6	Temperature Uniformity (In Degree Celsius)	+/-2
7	Cooling Method	Forced air cooling system
8	Refrigerant	R290
9	Refrigerant Type	Non CFC
10	Temperature Controller	Microprocessor Based Digital Temperature Controller
11	Insulation Type	PUF
12	Display Type	LED/LCD
13	Touch display	No
14	Display Size	1 inch or more
15	Wheels Availability	Yes
16	Number of Wheels	4
17	Wheels Type	Castor
18	Wheels With Brakes	Yes
19	Insulated Doors	Yes
20	Door Lock	Yes
21	Chamber Lightning	Yes
22	Type of Chamber Light	LED
23	Hermetically Sealed Refrigeration Compressor	Yes
24	Alarm	High/low temperature, Power failure, Low battery
25	Noise Level	40 decibel sound pressure
26	Energy Star Rating (Preferable)	3 & Above
27	Power Supply	230 V Single Phase (50Hz)
	<b>Dimension and Constructions</b>	
28	Number of Shelves/Drawers/Trays	8



29	Shelves/Drawers Trays Type	Solid
30	Shelves/Drawers/Trays Material	Stainless Steel 316/ Toughened Glass
31	Outer Body Material	Stainless Steel 304/ Galvanized iron
32	Inner Body Material	Polystyrene (PS) / Galvanized iron
33	Number of Doors	2
34	Door Type	Glass Door
35	Corrosion Resistant Shelves/Drawers/Trays, Inner and Outer Body	Yes
36	Inner Width of Laboratory Refrigerator	1240 millimeter
37	Inner Depth of Laboratory Refrigerator	560 - 600 millimeter
38	Inner Height of Laboratory Refrigerator	1560 - 1680 millimeter
39	Outer Width of Laboratory Refrigerator	1300 - 1330 millimeter
40	Outer Depth of Laboratory Refrigerator	690 - 700 millimeter
41	Outer Height of Laboratory Refrigerator	2030 - 2080 millimeter
42	Total Weight of Laboratory Refrigerator	100-150 kilogram
	<b>Certification, Testing, Warranty &amp; CMC</b>	
43	Warranty for complete unit (Excluding Compressor)	5 year
44	Warranty on Compressor	5 year
45	Comprehensive Maintenance Duration (Post Warranty)	5 Year
46	Conformity to Standard(s)	IS/CE (With 4 Digit Notified Number)
47	Availability Of Test Report From Central Govt/Nabl/Ilac Accredited Lab To Prove Conformity To Specification	Yes

48	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes
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**General Terms and Conditions:-**

1. Bidder shall not sublet, transfer, assign the contract or any part thereof.
2. 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 tender.
3. 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.
4. Bidder shall quote only those products in the bid which are not obsolete in the market and has at least 10 years residual market life i.e. the offered product shall not be declared end of life by the OEM before this period.
5. 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.
6. Bidder should provide software up gradation (wherever applicable) at free of cost.
7. Bidder should provide regular/periodical maintenance of equipment i.e.minimum four visits per annum during warranty period and any number of breakdown calls.
8. **For Warranty:** No separate charges will be paid for regular/periodical maintenance, any breakdown call service rendered during warranty period.
9. **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.
10. 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.
11. Bidder should have service centre within Tamilnadu/reasonable distance from buyer location to attend breakdown call if any in-person within 24 hours of registration of such call.
12. Bidder should provide complete details of service centre including address of service centre, contact number, email address and name of the service personal.
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 and comprehensive maintenance contract period.
14. Physical live demonstration of equipment for technical evaluation 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.**
15. Bidder should submit undertaking certificate as per **Proforma-B** along with bid.
16. Offered product should comply with standards/certifications such as BIS/CDSCO/ ISO etc.
17. Bidders should submit compliance certificate as per GFR-144(xi).
18. **EMD:** Rs.14,700/- to be paid in the form of Account payee Demand Draft only in favour of ESIC Fund Account No.1 payable at Tiruppur.

**Performance Security**

19. The successful bidder should submit 5% of bid Value of equipment as performance security in the form of Account payee Demand Draft only 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.
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.
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. 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 court.

**Payment Terms:**

25. **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.
26. **Payment of CMC** will be made on quarterly/half-yearly basis after satisfactory completion of said period, duly certified by the end user.
27. The successful bidder should sign a memorandum of understanding with ESIC Tiruppur Hospital for supply, inspection, installation & commissioning and Warranty of equipment.
28. **Force majeure clause.**
  - a. Contractor shall not be liable for, forfeiture of its performance security, liquidated damages or termination 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 event of Force Majeure.
  - b. 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.
  - c. 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 alternative 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

Undertaking of Physical demonstration of Medical Equipment

[Name of the Equipment] [Bid Number]

As per the bid condition, physical demonstration of the medical equipment.....  
..... for technical evaluation is mandatory and we/I ..... willing to ph  
ysically demonstrate our product at ESIC Tiruppur Hospital Pooluvapatti – Thirumurugan Poondi Ring Road  
in our own expenses. And we/I understood that out physical demonstration will not bind the ESIC to purcha  
se 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 t  
he tender document including Proformas and same are acceptable to me/ us and I/ we undertak  
e to comply with them.
2. It is certified that rates quoted are the lowest quoted by me/ us for any other Institution/Hospit  
al in India.
3. Earnest money deposited by me/us in the form Demand Draft/Banker"s Cheque in favour of ES  
IC Fund Account No.1, payable @ Tiruppur is enclosed herewith and shall remain in custody of t  
he Medical Superintendent ESIC HOSPITAL, Tiruppur as per terms and conditions, GFR.
4. I/We give the rights to Medical Superintendent, ESIC Hospital, Tiruppur to forfeit the Earnest M  
oney deposited/ Security Deposit 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 accessories (if  
any) at the appointed place and time and of the desired specification.
5. I/We hereby undertake that my/our firm will provide an uninterrupted service towards repair a  
nd maintenance of the [Name of the Equipment] and other accessories (if any) throughout the

Warranty and CMC period.

6. I/We hereby undertake that there is no vigilance/CBI case or court case pending against my/our firm/agency.
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 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.
10. I/we hereby undertake that the quoted equipment/products are available currently in the market and shall not become obsolete for next 10 years.
11. I/we hereby undertake that the availability of all Spares/accessories (if any) etc. for complete lifespan of the equipment or 10 years (whichever is more).
12. 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

## 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.

## **Additional Clause For Comprehensive Maintenance Charges**

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. 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

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

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

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

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

Total Cost for evaluation=

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$  and so on

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.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5.The CMC charges shall be offered within range of 3 to 25% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include 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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[यह बिड सामान्य 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 कार्यवाई 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---