

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	26-02-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	26-02-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम / Department Name	Employees State Insurance Corporation
संगठन का नाम / Organisation Name	Employees State Insurance Corporation
कार्यालय का नाम / Office Name	Esic Hospital Tirunelveli
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Low Temperature Hydrogen Peroxide Gas Plasma Sterilizer (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	25 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	200 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
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, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (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

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 मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं 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	2
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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
अनुमानित बिड मूल्य /Estimated Bid Value	5000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
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	150000

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). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी 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 :

PAYABLE AT TIRUNELVELI

ESIC HOSPITAL TIRUNELVELI, Employees State Insurance Corporation, Employees State Insurance Corporation, Ministry of Labour and Employment
(Esic Fund Account No. 1)

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
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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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.

10. 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.

11. 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.

12. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
13-02-2026 10:00:00	ESIC HOSPITAL, VANNARPETTAI, TIRUNELVELI

Low Temperature Hydrogen Peroxide Gas Plasma Sterilizer (1 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 कैटेगरी 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)
GENERAL	Product Description	Low temperature Hydrogen Peroxide Gas Plasma Sterilizer
PRODUCT INFORMATION	Type of Hydrogen Peroxide Gas Sterilisation Technology	Plasma technology
	Sterilizer is environment friendly and have no toxic by products or harmful residuals	Yes
	Shape of Sterilization Chamber	Rectangular
	Usable capacity of Sterilization Chamber	25 to 50 liters
	Sterilization Chamber Door	Pneumatically or electrically controlled door with complete safety protocol with multiple locking.
	Control System	Microprocessor controlled system with clear user interface for control and display of cycle phases, parameters values and text messages.
	Sterilizer has facility to completely monitor its operations with audiovisual alarms and alarm history	Yes
	Built in facility for recording and printing cycle details	Yes
	Mobility	Mobile on castor wheel and compact in design
	Cycle temperature range	35 degree to 60 degree centigrade
	Have pre programmed sterilisation cycles for flat instruments, and for hollow and flexible items	Yes
	Built in safety features available	Emergency stop, Door safety, Over heat protection, Electrical safety
	Have an easy to troubleshoot by display interface and all services access available from the front	Yes
	Interface for remote supervision and data storage	Digital interface for remote supervision and data storage
	Consumables be provided with each Sterilisation Unit sufficient for running full load Sterilization cycles(at least)	100
	Sterilizing Chamber has sufficient dimensions for sterilizing rigid telescope units	Yes
	Sterilization Cycle time (±5 Minutes)	60 Minutes

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Capable to distribute the plasma homogenously through the Chamber	Yes
	Have diagnostic system to detects & remove excess moisture thus eliminating chances of contamination due to residual bio burden prior to sterilization cycles & self-test functions	Yes
	Type of Display	LCD/LED/TFT
	Power Supply	220-240V/50Hz
CERTIFICATIONS	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
	Availability of valid Medical Device license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date	Yes
	Certification for manufacturing unit	ISO:13485 (Latest)
	Availability of Test Report for each supplied batch/product as per Medical Device Rule (MDR) 2017 as amended till date	Yes
	Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission or along with supplies as per buyer requirement	Yes
WARRANTY	Warranty in years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	3, 5 Or higher (year)

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

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	Parvathi Devi Ramalingam	627003,ESIC HOSPITAL SALAI STREET VANNARAPETTAI TIRUNELVELI	1	30

Special terms and conditions-Version:1 effective from 01-08-2024 for category Low Temperature Hydrogen Peroxide Gas Plasma Sterilizer

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 Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
4. 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.
5. 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.
6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty 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. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of

transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.

10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

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. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

ESIC HOSPITAL
SALAI STREET
VANNARPETTAI
TIRUNELVELI
TAMIL NADU

3. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

5. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

6. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

7. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

8. **Generic**

Scope of supply includes Training: Number of employees to be trained

5

, Place for Training
ESIC HOSPITAL SALAI STREET
and Duration of training
2
days.

9. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

10. **Turnover**

Bidder Turn Over Criteria: 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 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.

11. **Turnover**

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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

12. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

13. Purchase Preference (Centre)

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

14. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

15. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

16. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

17. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

18. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

19. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

20. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

21. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

22. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms and Conditions

For Supply, Installation, Testing & Commissioning of Equipment- Gas Plasma Sterilizer:
ESIC Hospital, Tirunelveli.

1. Contract Scope & Assignment

1.1 The successful Bidder ("Supplier") shall not sub-let, transfer, assign or delegate the Contract or any part thereof without the prior written consent of the Medical Superintendent, ESIC Hospital, Tirunelveli.

1.2 The Supplier is entirely responsible for the execution of the supply order in all respects — including supply, installation, testing and commissioning — strictly in accordance with the terms and conditions of the tender.

1.3 Following items should be provided with the machine:

1. UPS with one - hour backup - 1 no
2. Table with adequate size for holding the machine
3. Heat sealing machine - 1 no
4. Instrument Tray - 2 (Size 24x13x14)
5. Sterilant - 125 cycles
6. Sterilization Roll 4 each size: Sterilization Roll 3IN x 228, Sterilization Roll 4IN x 228 FT, Sterilization Roll 6IN x 228 FT, Sterilization Roll 8IN x 228 FT, Sterilization Roll 10IN x 228 FT, Sterilization Roll 14IN x 228 FT, Sterilization Roll 16.5IN x 228 FT, Sterilization Roll 20IN x 228 FT.
7. Chemical Indicator - 1000 strips
8. Biological Indicator - 60
9. Chemical Indicator Tape - 10 roll

2. Breach & Risk of Non-Performance

2.1 If the Supplier fails to fulfil any of the terms or conditions of the tender or this Contract, such failure shall be treated as a breach of contract.

2.2 In the event of such breach, the Medical Superintendent, Tirunelveli shall be entitled to make alternative arrangements at the Supplier's risk and expense.

3. Product Life & Quality

3.1 The Supplier shall quote only those products which are not obsolete and which have a minimum residual market life of at least 10 years (i.e., the offered product shall not be declared end-of-life by the OEM before this period).

3.2 All equipment must be brand new and of good quality, in full compliance with the specifications mentioned in the bid documents. Any equipment found to be of poor quality or refurbished shall be summarily rejected, and the Supplier shall bear all transport costs of the rejected items.

4. Software & Upgrades

4.1 Where applicable, the Supplier shall provide software upgrades free of cost during the warranty and CMC (Comprehensive Maintenance Contract) periods.

5. Maintenance & Service Requirements

5.1 The Supplier shall provide regular/periodic preventive maintenance of the equipment — minimum four (4) visits per annum during the warranty period and the CMC period — and shall attend to any number of breakdown calls.

5.2 The Supplier shall attend to any breakdown call in person within 24 hours of registration of such a call during the warranty and CMC periods.

5.3 In the event of equipment breakdown, repairs must be completed within five (5) calendar days from the date the complaint is registered during the warranty and CMC periods.

5.4 If repair cannot be effected within five (5) days, the Supplier must provide standby equipment, of equivalent specifications, at no extra cost, to ensure uninterrupted service during the warranty and CMC periods.

5.5 The Supplier shall provide complete details of the service centre including contact number(s), e-mail address and the name of the contact person(s). The service centre must be located within a 100-kilometre radius of Tirunelveli.

5.6 The Supplier shall ensure repair/maintenance of equipment including replacement of equipment/spares/accessories at no cost during the warranty and CMC periods.

6. Warranty

6.1 During the warranty period, no separate charges shall be payable for preventive maintenance visits, or for any breakdown-call service rendered.

6.2 Warranty as well as Comprehensive Annual Maintenance should be inclusive of all accessories and turn key work and it will also cover the following, wherever applicable:

- (i) All kind of Motors.
- (ii) Plastic & Glass Parts against any manufacturing defects.
- (iii) All kinds of sensors.
- (iv) All kinds of Coils, Probes and transducers.
- (v) Printers and imagers including laser and thermal printers with all parts.

7. Comprehensive Maintenance Contract (CMC)

7.1 During the CMC period, the Supplier shall provide preventive maintenance (minimum 4 visits per annum) and attend to any number of breakdown calls.

7.2 Charges for the CMC shall be payable on a quarterly or half-yearly basis as per the quoted rate, after satisfactory completion of the relevant period and certification by the end user.

8. Demonstration, Bid Undertakings & Compliance

8.1 Physical live demonstration of the equipment is mandatory. The Supplier must demonstrate the equipment at ESIC Hospital Tirunelveli or at any institution within Tirunelveli / Tuticorin / Madurai / Kanyakumari districts in Tamil Nadu at its own cost. Online/video demonstrations, and physical demonstrations outside these specified locations, shall **not** be accepted.

8.2 The Supplier must submit an Undertaking in this regard as per **Proforma-A**. Bids received without such an undertaking will be summarily rejected.

8.3 The Supplier must submit:

- an undertaking certificate as per *Proforma-B*, and
- an Integrity Pact as per *Proforma-C*, with the bid.

8.4 The offered product must comply with standards/certifications such as BIS/ CDSCO/ ISO etc.

8.5 The Bidder must submit a compliance certificate as per GFR-144(xi).

9. Earnest Money Deposit (EMD)

9.1 EMD of **1,50,000/- (Rupees One Lakh and Fifty Thousands only)** shall be paid in the form of an **Account Payee Demand Draft** in favour of “**ESIC Fund Account No.1** payable at Tirunelveli”.

10. Performance Security

10.1 For Equipment: The successful bidder shall submit 5 % of the bid value of the equipment as performance security in the form of an Account Payee Demand Draft in favour of “ESIC Fund Account No.1 payable at Tirunelveli”. After award of contract, the bidder must upload a scanned copy of the demand draft in place of PBG and must ensure delivery of the original hard copy of the demand draft to the Buyer within 15 days of award of contract.

10.2 For CMC: The successful bidder shall submit 5 % of total CMC charges as performance security (in the form of an Account Payee Demand Draft as above) before commencement of the CMC period.

10.3 Performance security for equipment will be refunded (without interest) after completion of the warranty period plus two months, once all contractual obligations (including a satisfactory performance report from the user department) are fulfilled, and receipt of performance security for the CMC.

10.4 Performance security for CMC will be refunded (without interest) after completion of the CMC period plus two months, once all contractual obligations are fulfilled (including a satisfactory performance report from the user department).

10.5 In the event of unsatisfactory performance or violation of terms and conditions of the contract, the Supplier shall be liable for forfeiture of the performance security. The decision of the competent authority is final.

11. Payment Terms

11.1 Equipment: Payment shall be made by RTGS/NEFT within 30 days from the date of final acceptance of the equipment, which includes supply, inspection, installation, commissioning and observation period.

11.2 CMC: Payment shall be made on a quarterly or half-yearly basis, after satisfactory completion of the said period and certification by the end user.

11.3 The successful Bidder shall sign a Memorandum of Understanding with ESIC Hospital Tirunelveli for supply, inspection, installation & commissioning, warranty and CMC of the equipment and supply of consumables, spares, reagents and accessories.

12. Bid Submission Instructions & Rights

12.1 Bidders are advised **not** to upload unnecessary documents. Uploading irrelevant documents may attract disqualification.

12.2 The organization reserves the right to cancel the bid at any time without any prior intimation.

12.3 All bidders are hereby notified that there is **ZERO tolerance** for corruption by ESIC Hospital, Tirunelveli. Bidders must not entertain any personal calls from any staff or employees and shall immediately notify any such personal call to the following e-mail: **ms-tirunelveli@esic.gov.in**

12.4 **Consignee Address:** Main Stores, ESIC Hospital, Salai Street, Vannarpettai, Tirunelveli – 627003.
Delivery Timings: Monday to Friday – 9:30 AM to 3:00 PM; Every Saturday – 9:30 AM to 12:00 NOON.

13. Fall Clause

The Supplier undertakes that it has not supplied/is not supplying similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India. If it is found at any stage that the Supplier has supplied the same system or subsystem to any other Ministry/Department at a lower price, then that lower price will be applicable to the present contract and the difference in cost shall be refunded by the Supplier to the Buyer, if the contract has already been concluded.

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14. Spares, Consumables & Compatibility

14.1 The Supplier shall ensure the availability of spares, reagents, consumables, accessories etc. for the complete lifespan of the equipment or for a minimum period of 10 years, whichever is longer.

14.2 The Supplier shall specify whether only OEM spares/reagents/consumables/accessories are compatible, or whether substitutes from other sources can also be used without compromising warranty and optimal functionality of the equipment.

14.3 Estimated consumables required for Two years (detailed each item wise total cost of the items mentioned below should be provided separately)

Sterilant	300 cycles
Biological Indicator	30 box
Chemical Indicator Strip	3 box
Chemical Indicator Tape	2 cases
Roll (4057B with Chemical Indicator) 20"	32 rolls
Roll (4057B with Chemical Indicator) 25"	32 rolls
Roll (4057B with Chemical Indicator) 35"	32 rolls

15. Force Majeure

15.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if, and to the extent that, its delay or failure to perform its obligations under the Contract is the result of a Force Majeure event.

15.2 For the purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier, which the Supplier could not reasonably have foreseen and which cannot be avoided or overcome through the exercise of due care. Such events may include but are not limited to war, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

15.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Medical Superintendent, ESIC Hospital, Tirunelveli in writing of such condition and the cause thereof. Unless otherwise directed by the Medical Superintendent, Tirunelveli in writing, the Supplier shall continue to perform its obligations under the Contract as far as reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. Arbitration & Governing Law

16.1 Any dispute or difference relating to the meaning of the specifications, design, drawings, instructions, workmanship or materials used in the equipment, or any other question, claim, right, matter or thing whatsoever arising out of or relating to this Contract, designs, drawings, specifications, estimates, instructions or these Terms and Conditions, or otherwise concerning the execution, non-execution or abandonment of the work, whether during the progress of the work or after completion or abandonment thereof, shall be referred to the sole arbitration of an Arbitrator appointed by the Medical Superintendent, ESIC Hospital, Tir

unelveli. Such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act, 1996 (as amended) and the rules framed thereunder. The seat of arbitration shall be Tirunelveli, Tamil Nadu.

16.2 The work under the Contract shall continue during the arbitration proceedings.

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

Proforma-A

Undertaking of Physical Demonstration of Equipment

[Name of the Equipment] - [Bid Number]

As per the bid condition, physical demonstration of the Medical Equipment _____ is mandatory and we/I, _____, am/are willing to physically demonstrate our product at ESIC Hospital Tirunelveli or at any institution within Tirunelveli / _____ district in Tamil Nadu, at our own cost.

We/I fully understand that our physical demonstration shall not bind 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 for the equipment required by ESIC (as per the specific ation mentioned in the bid)
2. A technically competent 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, Salai Street, Vannarpettai

Tirunelveli - 627003

Respected Sir,

1. The undersigned certifies that I/we have gone through the terms and conditions mentioned in the tender document including the Proforma and the same are acceptable to me/us and I/we undertake to comply with them.
2. It is certified that the rates quoted are the lowest quoted by me/us for any other institution/hospital in India.
3. Earnest Money deposited by me/us in the form of Demand Draft in favour of "ESIC Fund Account No. 1, payable at Tirunelveli" is enclosed and shall remain in the custody of the Medical Superintendent, ESIC Hospital, Tirunelveli as per terms and conditions, GFR.
4. I/We give the rights to the Medical Superintendent, ESIC Hospital, Tirunelveli to forfeit the Earnest Money deposited/Security Deposit submitted by me/us if any delay occurs on my/our part or if I/we fail 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 uninterrupted service for repair and maintenance

ce 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 de-recognised/debarred/black-listed either by the tender -inviting authority or by any State Government or Central Government organisation or GeM.
8. On inspection, if any article is found not as per the supply order, it shall be replaced by me/us in time as required, at my/our own expense to prevent any inconvenience.
9. I/We understand that the Medical Superintendent, ESIC Hospital Tirunelveli, has the right to accept or reject any or all the tenders in part or full without assigning any reason(s) thereof.
10. I/We hereby undertake that the quoted equipment/products are available currently in the market and shall not become obsolete for the next 10 years.
11. I/We hereby undertake that availability of all spares/accessories (if any) etc. for the complete lifespan of the equipment or 10 years (whichever is more).
12. I/We hereby certify that any software upgrade (wherever applicable) shall be provided free of cost.

(Signature of Bidder)

Name and Address, Seal of the Bidder

Proforma-C

INTEGRITY PACT

(To be typed on Bidder's letter-head)

To

The Medical Superintendent

ESIC Hospital, Salai Street, Vannarpettai

Tirunelveli - 627003

Subject: Procurement of 01 number of _____, Tirunelveli.

Sir,

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

(Signature of Bidder)

Name and Address, Seal of the Bidder

Document Submission Checklist

S. No	Details	Document required	Submitted (Yes/No)	From page	To page
1	EMD	Original DD / MSE Certificate for Exemption			
2	MSME Certificate	Certificate			
3	Bidder Annual Turnover last three years	CA certified/Document			
4	OEM Annual Turnover	Document			
5	OEM (Manufacturer) Authorization Letter	Document			
6	GST Certificate	Certificate			
7	CDSCO Medical Devices License	License			
8	Latest USFDA/CE/ISO certificate document (Applicable as per Specification)	Certificate			
9	Past experience for same or similar product	Past order copy			
10	Not under liquidation	Declaration			
11	Product Catalogue	Brochure/Catalogue of quoted product			
12	Unconditional 05 years warranty & 05 years CMC after expiry of warranty	Declaration			
13	Availability of Spare parts up to 10 years by OEM/Principal firm	Declaration by OEM			
14	List of Consumables/Spare parts with details and price	Document			

15	Mandatory visit during Warranty & CMC period	Acceptance by bidder for 04 mandatory preventive visits per Annum+ unlimited breakdown calls			
16	Service centres with details, address, location, Contact No	Document			
17	Non Conviction certificate on Rs.100/- stamp paper duly notarized and affidavit regarding lowest quoted rates in India in any Govt./Semi Govt./Autonomous organization etc.,	Original affidavit			
18	Acceptance of Buyer Specific Terms & Conditions	Declaration			
19	Fall Clause	Declaration			
20	Proforma-A Undertaking of Physical Demonstration of Equipment	Declaration			
21	Proforma-B Undertaking Certificate	Declaration			
22	Proforma-C Integrity Pact	Declaration			

23. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

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 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---