बिड संख्या/Bid Number: GEM/2026/B/8074358
दिनांक /Dated: 09-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-10-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	31-10-2026 15:00:00
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	Na
संगठन का नाम/Organisation Name	Employees State Insurance Corporation (esic)
कार्यालय का नाम/Office Name	Madhya Pradesh
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :dean-indore.mp@esic.gov.in Buyer Email id: dr.varun.jaiswal@esic.gov.in
कुल मात्रा/Total Quantity	8
वस्तु श्रेणी /Item Category	Defibrillator (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	19 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	157 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
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),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ 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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
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	3925096
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	196254

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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी 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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :
DEAN, ESIC MEDICAL COLLEGE & HOSPITAL NANDANAGAR INDORE (M.P.)
Madhya Pradesh, NA, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment
(Esi 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 availabele 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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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 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
16-10-2026 11:00:00	DEAN OFFICE, 6TH FLOOR ESIC MEDICAL COLLGE AND HOSPITAL, NANDA NAGAR INDORE, MADHYA PRADESH, PIN CODE-45201. Pre-Bid for Defibrillator Machine. Friday, 16 October · 11:00am – 12:00pm Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/wsa-psdm-yqe

Defibrillator (8 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)
PRODUCT INFORMATION	**Internal defibrillation**	Yes, No
	Modes in defibrillator	Manual, Automated external defibrillation and manual
	Number of waveforms and provision to display ECG waveform on bright high resolution display	2, 3, 4
	Defibrillator should display delivered energy	Yes, No
	Maximum energy selection in joules	200, Upto 360 or more
	Facility of External non-invasive pacing	Yes, No
	Type of external transcutaneous pacing modes	Demand mode, Fixed mode (asynchronous), Demand mode and fixed mode, NA
	Pulse width of External non-invasive pacing in milli seconds (maximum)	20, 40, NA
	Facility to monitor EtCO2	Yes, No
	Facility to monitor NIBP	Yes, No
	Facility to monitor SPO2	Yes, No
	ECG monitoring	Using 3 lead, Using 5 lead
WARRANTY	**Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)**	1, 2, 3, 4, 5 **(year)**

व्यापक रखरखाव / Comprehensive Maintenance	
Comprehensive Maintenance (Minimum Percentage)	3 %
Comprehensive Maintenance (Maximum Percentage)	25 %

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 specfication

Additional Specification Parameters - Defibrillator (8 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
COMPLIANCE TO BE DOCUMENTS ATTACHED IN THE BUYER ADDED ATC	ONLY THOSE SPECIFICATIONS OF DEFIBRILLATOR MACHINE WHICH ARE MENTIONED IN BUYER ADDED ATC WILL BE CONSIDERED FOR EVALUATION OF BID

* 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	Varun Jaiswal	452011,ESIC Model Hospital & ODC, Nanda Nagar, MR-9 Road,	8	45

Special terms and conditions-Version:1 effective from 27-06-2025 for category Defibrillator

1. 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 transhipment (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 (Increased quantity ÷ Original quantity) × 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 MEDICAL COLLEGE AND HOSPITAL
   NANDA NAGAR
   INDORE
   MADHYA PRADESH
   PIN CODE-452011
   .

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**

   Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. **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

6. **Generic**

   The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

   INSTALLATION, COMMISSIONING, TESTING CONFIGURATION, TRAINING
   .

7. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Account Payee Demand Draft in favour of

   ESI FUND ACCOUNT NO. 1
   payable at
   INDORE, MADHYA PRADESH
   .
   Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

8. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Banker’s Cheque in favour of

   ESI FUND ACCOUNT NO. 1
   payable at
   INDORE, MADHYA PRADESH
   .
   Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

9. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

ESI FUND ACCOUNT NO. 1
payable at
INDORE, MADHYA PRADESH
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

10. **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.

11. **Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 10 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Quarterly after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

REPAIR, MAINTENANCE, SPARE PARTS AND CONSUMABLES IF APPLICABLE
(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

12. **Warranty**

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

13. **Warranty**

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

REPAIR, MAINTENANCE, SPARE PARTS AND CONSUMABLES IF APPLICABLE
(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

14. **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.

15. **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-imberse the cost of such service / rectification to the Buyer.

16. **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.

17. **Service & Support**

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

18. **Service & Support**

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

19. **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.

20. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-
(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
(i) Inhibit the desires and designed function of the equipment.
(ii) Cause physical damage to the user or equipment during the exploitation.
(iii) Tap information resident or transient in the equipment/network.
(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

21. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. The bidder and the principal company should have a good reputation and never been black - listed or de barred in any state and central government organization. **Upload the undertaking**

2. **Bidder must provide the separate list of items which are covered and Not Covered under Warranty and CMC (with Cost), failing which tender will not be considered/liable to rejection of bid at technical evaluation stage.**

3.OEM Authorization can be verified at any point of time during evaluation of bid, if any misconduct/falsification/forged certificate is found in documents then it will liable to rejection of bid and accordingly legal action will be taken.

4. Successful bidder shall submit PBG (Performance security) equivalent to 5% of the order value for the 5-year warranty period as per mentioned duration in bid documents. This PBG will be released upon submiss

ion of a separate PBG equivalent to 5% of the CMC value for the subsequent 5-year CMC period.

5. In case of non-working and non-repairable of **DEFIBRILLATOR MACHINE** in warranty and CMC period, the seller must provide stand by **DEFIBRILLATOR MACHINE** for the uninterrupted services of the hospital , **upload the undertaking.**

6. The bidder shall comply with the Medical Devices Rules (MDR), 2017 notified vide notification dated 31.0 1.2017, as amended from time to time, including amendment vide GSR 777(E) dated 14.10.2022, and shall submit an undertaking that all applicable standards as notified by the Government of India shall be fo llowed. The bidder shall ensure compliance with the relevant Bureau of Indian Standards (BIS) specificatio ns under the Bureau of Indian Standards Act, 1985 (63 of 1985), or any other standards as may be notified by the Ministry of Health and Family Welfare, Government of India, from time to time. In case no relevant s tandard for a medical device has been laid down under the applicable rules, the device shall conform to sta ndards prescribed by the International Organization for Standardization (ISO), the International Electrotech nical Commission (IEC), or any other applicable pharmacopoeia standards.

7. Bidders shall quote only those products (Part of Service delivery) 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 li fe by the OEM before this period.

8. Calibration (if required) of the equipment should be done by OEM/Bidder on annual basis (during warra nty period and CMC period), at without any additional charges.

09. **Annexure -I Performance (on Bidder Letter-head)**

Performance Statement of Supplies during at least one of the last three financial years (2023-2024, 2024-2025 and 2025-2026) before the bid opening date

Tender Document No. Tend No./ xxxx; Tender Title: GOODS Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____Date.....

· The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar C ategory (**DEFIBRILLATOR MACHINE**) Products for 50% of bid quantity, in at least one of the last th ree Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copi es of relevant contracts (proving supply of cumulative order quantity in any one of financial year) to be submitted along with bid in support of quantity supplied in the relevant **years (2023-2024, 202 4-2025 and 2025-2026) Financial** year. In case of bunch bids, the category related to primary pr oduct having highest bid value should meet this criterion. Provide the details in following format.

Order issued by	Contract Order No. & Date	Qty ordered	Quantity supplie d	Completed/not Completed

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of

Name & address of Bidder and seal of company]

10.**Representation Regarding the Bid**

Bidders having any representation or queries regarding the bid may submit the same through the **GeM Po rtal** as per the provisions applicable on the portal.

In case a bidder wishes to submit any representation other than through the GeM Portal, such representati on must be submitted **within 07 (Seven) days from the date of publication of the bid**

No representation received after the expiry of the stipulated period of Seven (Seven) days shall be entertai ned or considered.

11. The Bidder shall comply all the government rules/instructions as applicable.

12. **Availability of Service Centres**: Bidder/OEM must have a Functional Servi ce Centre in the State of each

Consignee's Location in case of carry-in warranty. (Not applicable in case of goo ds having on-site

warranty). If service center is not already there at the time of bidding, successfu l 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 Ce ntre.

13. Checklist For the Tender as below-

S.no .	CHECKLIST	YES/NO	Page no
01	**Experience Criteria:** Experience Criteria: In respect of the filter a pplied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and suppl ied same or similar Category Products **(DEFIBRILLATOR MACHIN E)** to any Central / State Govt Organization / PSU for number of Fin ancial years **(2023-2024, 2024-2025 and 2025-2026)** as indicat ed above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of h aving supplied some quantity during each of the Financial year for t hat Installation Reports/CRAC Copy/Supply proof any other similar d ocument is needed. In case of bunch bids, the category of primary product having highest value should meet this criterion. **For the counting of experience contract/Purchase order date shall be considered for correspon ding financial Year.**		
2.	Past Performance: The Bidder or its OEM {themselves or through re -seller(s)} should have supplied same or similar Category Products **DEFIBRILLATOR MACHINE**) for 50% of bid quantity, in at least on e of the last three Financial years before the bid opening date to an y Central / State Govt Organization / PSU. Copies of relevant contra cts (proving supply of cumulative order quantity in any one financia l year) to be submitted along with bid in support of quantity supplie d in the relevant **(2023-2024, 2024-2025 and 2025-2026) Fina ncial** year. In case of bunch bids, the category related to primary p roduct having highest bid value should meet this criterion. **(Perfor mance also Submitted in the form of ANNEXURE-I attached i n ATC.)**		
03	**Bidder Turnover Certificate**- Bidder turnover criteria for last thre e financial years will be considered of 2022-2023, 2023- 2024 and 2024-2025.		

04	OEM Turn Over Criteria: - OEM turnover criteria for last three financi al years will be considered of 2022-2023, 2023- 2024 and 2024-20 25.		
05	**OEM Authorization**: - Wherever Authorized Distributors are submi tting the bid, Manufacturers Authorization Form (MAF)/Certificate wi th OEM details such as name, designation, address, e-mail Id and P hone No. required to be furnished along with the bid. (Authorization letter should be signed by the OEM on OEM's letterhead and should be clearly mentioned the specific bid reference number and the dist ributor's details)		
06 a. b. c. d. **e.**	**Data Sheet of the product offered:** All specification to be provided with the original product data shee t. All technical specification should be supported with original data s heet highlighting the page number in the compliance sheet. The equipment quoted should be the main equipment of the princi pal manufacturer. The **DEFIBRILLATOR MACHINE** and its main components should find a place in the manufacturer website and the copy of the webpa ge showing the same should be enclosed in the tender documents. The bidder to mention its principal manufacturer's website addres s.		
07	**Data Sheet of the product offered** (In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.)		
08	**Five Year Warranty Declaration-** Warranty period of the supplie d products shall be 05 years from the date of final acceptance of go ods or after completion of installation, commissioning & testing of g oods (if included in the scope of supply), at the consignee location. **Upload undertaking.**		
09	**5 Year CMC Undertaking**- (Bidder / OEM has to give an undertaki ng that after expiry of warranty period, it will provide Comprehensi ve Maintenance Service (with calibration of the equipment if deeme d necessary) for next 5 years for the offered products at the rate no t more than 10% of contract price per annum.) **Upload undertaki ng.**		
10	**List of items which are covered and not covered (with unit c ost) under warranty and CMC, not submit the same should b e liable to rejection the bid. Upload the Undertaking**		
11	BIS/US FDA/European CE/ISO certificate and other certificate as per tender documents and as per the specifications attached in the ATC.		
12	**Self-attested copy of Valid PAN and GST**		
13	**MII Preference**-Those bidders who wants to MII preference the bid der must upload a certificate from the OEM regarding the percenta ge of the local content and the details of locations at which the loca l value addition is made along with their bid, failing which no purch ase preference shall be granted.		

14	**MSME Preference-** If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods.		
15	Escalation Matrix For Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support. & Service Center details at consignee location**.**		
16	In case of non-working and non-repair able of **DEFIBRILLATOR MACHINE** in warranty and CMC period, the seller must provide stand by **DEFIBRILLATOR MACHINE** for the uninterrupted services of the hospital, upload the undertaking. **Upload the Undertaking.**		
17	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. **Upload the Undertaking**		
18	The bidder and the principal company should have a good reputation and never been black - listed or debarred in any state and central government organization. **Upload the Undertaking**		
19	· The bidder/participant must **carefully review the complete technical specifications in the ATC (Additional Terms & Conditions)**. · The bidder must submit **all required specifications, reports, undertakings, certificates, and other supporting documents** specified in the ATC. · These documents will be considered during the **technical evaluation** of the bid. · If any document specifically required under the ATC is **not submitted**, the bid may be **rejected** in accordance with the applicable procurement norms.		

20	**Bidder Must Comply the following point while participation in the bid. -** If the bidder/contractor/supplier/seller or any employee of the bidder/contractor/supplier/seller or any person acting on behalf of the bidder/contractor/supplier/seller, either directly or indirectly, is a relative of any of the officers/officials (regular/contractual) of Employees' State Insurance Corporation (ESIC), or alternatively, if any relative of an officer/official of ESIC has financial interest/stake in the bidder's/contractor's/supplier's/seller's firm, **the same shall be disclosed by the bidder/contractor/supplier/seller at the time of filing of the tender/participation in the procurement process .** **Failure to disclose this information shall result in cancellation of the bidder's participation.**		

Note- Bidder must Sign/Seal the Integrity Pact . Non Submission of the same will be liable to rejection of bid.

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

PRE-CONTRACT INTEGRITY PACT

1. General

1.1 This pre bid-contract Agreement (herein after called the Integrity Pact) is made on _____the day of the month of _____ year_____Between on one hand of Employees State Insurance Corporation (ESIC) under the administrative control of Ministry of Labour and Employment, Government India acting through (here in after called the “BUYER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Party and M/s _____represented by, ____ _____ Chief Executive Officer(herein after called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires h successors in office and assigns)of the Second Party. WHEREAS the BUYER proposes to procure services (Name of Items to be procured) and the Bidder/Seller is willing to offer/has offered the stores/services.

1.2 Whereas the Bidder is a private company/ public company/ partnership/ proprietorship constituted in accordance with the relevant law in the matte and the Buyer is a performing its functions on behalf of ____ _____ _____of India.

2. Objectives Now, therefore, the Buyer and the Bidder agree to enter into this pre- contract agreement, herein after ref erred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent an d free from any influence /un prejudiced dealings prior to, during and subsequent the currency of the contract to be entered into with a view to:-

2.1 Enabling the Buyer to obtain the desired said stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent proc

edures.

3. Commitments of Buyer The Buyer Commits itself to the following:-

3.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, w ill demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gif t, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for the mselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract

3.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

3.3 All the officials of the Buyer will report to the appropriate Government office any attempted or complet ed breaches of the above commitments as well as any substantial suspicion of such a breach.

4. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is primafacie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings 2 / 8 may be ini tiated by the Buyer and such a person shall be debarred from further dealings related to the contract pro c ess. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract w ould not be stalled.

5. Commitments of Bidders The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means an d illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contractor in furtherance to secure it and in particular commits hims elf to the following: -

5.1 The Bidder will not offer, directly or through intermediaries, any bribe gift, consideration, reward, favo ur, any material or immaterial benefit other advantage, commission, fees, brokerage or inducement to an official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the Contract.

5.2 The Bidder further undertakes that he has not given, offered or promise to give, directly or indirectly a ny bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commi ssion, fee brokerage or inducement to any official of the Buyer or otherwise procuring the Contract or for b earing to do or having done any act relation to the obtaining or execution of the Contract or any other Con tra with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

5.3 The Bidder will not collude with other parties interested in the contract impair the transparency, fairness and progress of the bidding process, b evaluation, contracting and implementation of the contract.

5.4 The Bidder will not accept any advantage in exchange for any corruption practice, unfair mean sand ill egal activities.

5.5 The Bidder further confirms and declares to the Buyer that the Bidder the original manufacturer/ integr ator/ authorized government sponsored export entity of the defense to resend has not engaged any indivi dual firm or company whether Indian or foreign to intercede, facilitate or in an way to recommend to the B uyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor h any amount been pa id, promised or intended to be paid to any such individual, firm or company i n respect of any such intercession, facilitation or recommendation.

5.6 The Bidder, either while presenting the bid or during pre-contra negotiations or before signing the contr act, shall disclose any payment he has mad e, is committed to or intends to make to officials of the Buy or their family members, agents, brokers or any other intermediaries connection with the contract and the de tails of services agreed upon for such payments.

5.7 The Bidder shall not use improperly, for purposes of competition personal gain, or pass on to others, a ny information provided by the Buy as part of the business relationship, regarding plans, technical propos al and business details, including information contained in any electron data carrier. The Bidder also under takes to exercise due and adequate care lest any such information is divulged. 5.8 The Bidder commits to refrain from giving any complaint directly through any other manner without supporting it with full and verifiable facts.

5.9 The Bidder shall not instigate or causes to instigate any third person commit any of the actions mentio ned above.

6. Previous Transgression

6.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices en visaged here under or with any Public Sector Enterprise in India or any Government Department in Indi a t hat could justify bidder’s exclusion from the tender process.

6.2 If the Bidder makes incorrect statement on this subject, Bidder can be dis qualified from the tender pro cess or the contract, if already awarded, can be terminated for such reason.

7. Earnest Money / Security Deposit

7.1 Bidders are required to furnish valid Bid Security declaration in the prescribed format. 7.2 The Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of bot h the bidder and the buyer, whichever is later.

7.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Perform ance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

7.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bon d in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

7.5 No interest shall be payable by the Buyer to the Bidder(s) on Security De posit for the period of its curr ency.

8. Company Code of Conduct

8.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and ot her unethical behaviour) and a compliance program for the implementation of the code of conduct through out the comp any.

9. Sanctions for Violation

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his beh alf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder o r any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian 4 / 8 Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption sh all entitle the Buyer to take all or any one of the following actions, wherever required:-

a. To immediately call off the pre-contract negotiations without assigning any reason or giving any compe nsation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

b. The Security Deposit/Performance Bond shall stand forfeited either full or partially, as decided by the Bu yer and the Buyer shall not be require to assign any reason therefore.

c. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

d. To recover all sums already paid by the Buyer, and in case of an India Bidder with interest thereon at 2 % higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from th e Bidder in connection with any other contract for any other stores, such outstanding payment could also b e utilized to recover the aforesaid sum and interest.

e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidde r, in order to recover the payments, already made by the Buyer, along with interest. f. To cancel all or any other Contracts with the Bidder.

g. To debar the Bidder from entering into any bid from the Government India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

h. To recover all sums paid in violation of this Pact by Bidder(s) to a middle man or agent or broker with a view to securing the contract.

i. If the Bidder or any employee of the Bidder or any person acting behalf of the Bidder, either directly or in directly, is closely related to a of the officers of the Buyer, or alternatively, if any close relative of officer of the Buyer has financial interest/stake in the Bidder's firm, then same shall be disclosed by the Bidder at th e time of filing of tender. A failure to disclose the interest involved shall entitle the Buyer to rescind the con tract without payment of any compensation to the Bidder.

j. The term 'close relative' for this purpose would mean spouse whether residing with the Government serv ant or not, but not include a spouse separated from the Government servant by a decree or order of comp etent court; son or daughter or step son or step daughter an wholly dependent upon Government servant, but does not include child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant h been deprived of by or under any law; any other p erson relate whether by blood or marriage, to the Government servant or to t Government servant's wife o r husband and wholly dependent upon Government servant.

k. The Bidder shall not lend to or borrow any money from or enter in any 5 / 8 monetary dealings or trans actions, directly or indirectly, with an employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay c ompensation for any loss or damage to the Buyer resulting from such re scission and the Buyer shall entitl ed to deduct the amount so payable from the money(s) due to t Bidder.

l. In cases where irrevocable Letters of Credit have been received respect of any contract signed by the Bu yer with the Bidder, the same shall not be opened.

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

10. Fall Clause The Bidder undertakes that he has not supplied/is not supplying the similar systems or sub systems at a p rice lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was suppli ed by the Bidder to any other Ministry/ Department of then Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bi dder to the Buyer, if the contract has already been concluded.

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

12. Law and Place of Jurisdiction This Pact are subject to Indian Law. The place of performance and jurisdict ion is these at of the Buyer i.e. ESIC Hospital, INDORE MP.

13. Other Legal Actions The actions stipulated in this Integrity Pact are without prejudice to any other lega l action that may follow in accordance with the provisions of the extant law in force relating to any civil or c riminal proceedings.

14. Validity

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

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

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

16. The Parties here by sign this Integrity Pact at _____ on _____ _____

ESIC Medical college & Hospital (1st Party) BIDDER (2nd P arty)

Witness 1

Witness 2

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22. **Buyer Added Bid Specific ATC**

    Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 15 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 A15 are to be indicated for 6th to 15th 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 includingCMC 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 be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, 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 up to 50% of cost of equipment as defined by buyer.

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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---