

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	20-04-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	20-04-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	150 (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	South Zone
कुल मात्रा / Total Quantity	122
वस्तु श्रेणी / Item Category	Total Knee Replacement Implant (V2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	37 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	148 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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
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	7400000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	370000

#### 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).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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.

**लाभार्थी /Beneficiary :**

MEDICAL SUPERINTENDENT

ESIC MODEL & SUPERSPECIALITY HOSPITAL ,ASRAMAM ,KOLLAM,KERALA  
(Ramesha R)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता / MII Purchase Preference**

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

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25
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1. 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 first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

PRICE BIFURCATION - [1773373410.xlsx](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
07-04-2026 11:00:00	Total Knee Replacement implant Tuesday, April 7 · 11:00am - 12:00pm Time zone: UTC Google Meet joining info Video call link: <a href="https://meet.google.com/uqd-bcgp-zon">https://meet.google.com/uqd-bcgp-zon</a> ESIC MODEL & SUPERSPECIALITY HOSPITAL,ASRAMAM,KOLLAM

**Total Knee Replacement Implant (V2) ( 122 set )**

**(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)
PRODUCT SPECIFICATION	<b>Implant Type</b>	Posterior Stabilized (PS)
	<b>Femoral Component Material (Medical Grade)</b>	Cobalt-Chromium Alloy
	<b>Tibial Component Material (Medical Grade)</b>	Cobalt-Chromium Alloy
	<b>Tibial Baseplate</b>	Metal-Backed
	<b>Tibial Insert Material</b>	Ultra High Molecular Weight Polyethylene (UHMWPE)
	<b>Articulation Type</b>	Fixed-Bearing
	<b>Patellar component material</b>	Ultra High Molecular Weight Polyethylene (UHMWPE)
	<b>Surface Coating</b>	Polished
CERTIFICATIONS	Availability of valid medical device license (CDSCO 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

### Additional Specification Parameters - Total Knee Replacement Implant (V2) ( 122 set )

Specification Parameter Name	Bid Requirement (Allowed Values)
The Posterior-Stabilized implant features a Cobalt-Chromium Alloy femoral and tibial component. It uses an Ultra-High Molecular Weight Polyethylene tibial insert and patellar component with a Fixed-Bearing articulation and Polished surface.	Implant Type-Posterior Stabilized ,Femoral Component Material -Cobalt-Chromium Alloy,Tibial Component Material-Cobalt-Chromium Alloy,Tibial Insert Material-Ultra High Molecular Weight Polyethylene,Articulation Type-Fixed-Bearing,Patellar component material-Ultra High Molecular Weight Polyethylene,Surface Coating- Polished
Type of total knee implants	Type of total knee implants-posterior stabilized,cobalt chromium alloy high flex knee design with multi radius (3 or more)femoral component with bone conserving design fixation Material -metal on plasticDesign -PCL substituting style Implant fixation with bone cementShelf life-24 month or higherSize of polyethylene tibia component-8.0Size of Q insert components-30.0 BIS/ISO Certification- yes Metallurgy Certification -yes
Bone cement 40gm Saw blade	Bone cement-Short dough time and long working time ,low viscosity better post op visualization,40 gm Saw blade-Must be compatible with TKR saw machine

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ramesha R	691002,ESIC Model & Super Specialty Hospital, Asramam	122	365

### Special terms and conditions-Version:1 effective from 12-03-2025 for category Total Knee Replacement Implant (V2)

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 the 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 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 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.

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

#### 1. Generic

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

#### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### Buyer Added Terms and Conditions

- 1) The supplier shall ensure delivery of the product in full conformity with the Purchase Order issued by the hospital over a period of one year.
- 2) Delivery of products should be made within 10 days from the date of issue of Purchase Order.
- 3) Since the exact size of the implant can be ascertained only during the surgical procedure, the final quantity and size shall be decided intra-operatively. Therefore, GRN shall be generated only after successful completion of the surgery and actual utilization of the implant.
- 4) Delivery of the product shall be made along with a proper Delivery Challan. The invoice shall be submitted after completion of surgery, clearly mentioning the Delivery Challan number and patient details for processing of payment.
- 5) No minimum order guarantee can be provided from Buyer.
- 6) The maximum quantity of implants indicated is tentative and may vary as per the clinical and operational requirement of the buyer
- 7) Product orders will be given offline (through email ) from this office.
- 8) Price breakup of each components (Primary and Revision) to be uploaded in the excel format and the price should not exceed the Ceiling rates for implants under CGHS rules.
- 9) Supplier should have a registered office within 100 kms radius from the hospital.
- 10) Availability of service personal with full set of instrumentation to be ensured for each case.
- 11) Availability of experienced service personal having thorough knowledge of the implants and the procedure should be ensured by the firm in the OT for any assistance to the surgeon about the instrumentation and implants for all the cases as and when required by the Department of Orthopaedics. They should also coordinate with OT staff for supply of these items to OT at their own cost.
- 12) The ordered items shall be supplied to the respective stores only on working days and between 09.00 hours to 16.00 hours on week days and on Saturdays 09.00 hrs to 13.00 hrs excluding Sundays and public holidays. The supplier shall give advance intimation to the consignee through mail before delivering the material.
- 13) As the specific size/measurement of an implants/item could only be determined by the surgeon in the OT due to individual variation in physical measurement of patients. The bidder firm/distributor should be willing to make necessary arrangements, in consultation with the concerned officer of the department. In such cases, so that the items within a range of sizes / measurement are available at operation to choose from. It is made clear that only those items which are selected and used in such cases are considered for procurement and rest/unused items in such cases are to be taken back by the tendered firm/distributor at their own risk and cost.
- 14) Bill to be submitted after each case with proper verification from the user department regarding the items used for each individual patient.
- 15) Bidders shall upload the self-declaration under preference to make in India as per enclosed format duly filled, signed and stamped on supplier's letter head along with offer, failing which your offer is liable to be rejected.
- 16) All the documents uploaded should be on the bidder's letter head. Documents clearly specifying the acceptance of all the technical specifications, additional specification parameters and terms & conditions should be uploaded.

- 17) Bidder must upload an undertaking stating the acceptance of all the additional specification parameters or technical compliance sheet mentioning the acceptance of all parameters including additional specification parameters without which offers will not be considered.
- 18) All the documents under buyer ATC shall be duly filled ,signed & stamped and uploaded along with the offer ,failing which the offer will be rejected.
- 19) Successful bidder can submit the Performance Security in the form of PBG/DD.DD should be made in favour of ESIC fund Account no.1,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 buyer within 15 days of award of contract on GEM.
- 20) The bidder should provide Sample for evaluation at ESIC Hospital ,Asramam as scheduled by the buyer.

<b><u>Common IP Addresses</u></b>	Bidders may please note that GEM is capturing the IP addresses used by the Buyer and the Bidder(s) / Seller(s).The received bids having matching/common IP address with either Bidder (s) / Seller(s) or Buyer ,shall be out rightly rejected & shall not be considered for further evaluation
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**ANNEXURE-I**

THE FIRM IS REQUESTED TO FOLLOW THE CHECKLIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED

Sl.No.	Documents	Submitted [Yes/No]
1.	THE DOWNLOADED COMPLETE TENDER DOCUMENT DULY SIGNED ON THE LEFT BOTTOM OF EACH PAGE SHOULD BE UPLOADED	
2.	VALID LICENSES TO BE SCANNED AND UPLOADED. CDSCSO appropriate license is mandatory.	
3.	ISO CERTIFICATE ALONG WITH DECLARATION OF MANUFACTURER OF THE ITEM.	
4.	IN CASE OF DISTRIBUTOR/DEALER	

	TRADER,MANUFACTURING LICENSE WITH TENDER SPECIFIC AUTHORISATION LETTER FROM THE ORIGINAL EQUIPMENT MANUFACTURER TO BE UPLOADED	
5.	FIRM/COMPANY REGISTRATION CERTIFICATE TO BE UPLOADED	
6.	UNDERTAKING ON NON JUDICIAL STAMP PAPER (CERTIFICATE THAT THE QUOTED ITEMS HAVE NOT BEEN SUPPLIED TO ANY OTHER ORGANIZATION /INSTITUTION AT A RATE LOWER THAN QUOTED HERE)  (ANNEXURE-III)	
7.	GST REGISTRATION CERTIFICATE	
8.	PANCARD	
9.	ANNUAL TURN OVER FOR THE PAST THREE FINANCIAL YEARS (2022-23 , 2023-24 & 2024-25)	
10	IT RETURNS FOR THE PAST THREE FINANCIAL YEARS (2022-23 , 2023-24 & 2024-25)	
11	BALANCE SHEET DULY AUDITED BY CHARTERED ACCOUNTANT FOR THE PAST THREE FINANCIAL YEARS (2022-23 , 2023-24 & 2024-25)	
12	COMPANY PROFILE WITH DECLARATION (ANNEXURE -II)	
13	DECLARATION (ANNEXURE -IV)	
14	BANK DETAILS (ANNEXURE -V)	
15	BID SECURITY DECLARATION (ANNEXURE -VII)	
16	EXPERIENCE CERTIFICATE - PAST THREEE YEARS	
17	PAST PERFORMANCE - 50%	

18	TURNOVER OF BIDDER & OEM : SUBMIT COPIES OF TURNOVER/ITR-P PROFIT AND LOSS BALANCE SHEET/AUDIT REPORTS FOR THE PAST T HREE FINANCIAL YEARS ( 2022-23 ,2023-24 & 2024-25 )	
19	OEM AUTHORIZATION CERTIFICATE	
20	ATC CERTIFICATE -AFFIRMATION TO ALL TERMS AND CONDITIONS A ND SPECIFICATION OF BID	
21	NON -CONVICTION CERTIFICATE (ANNEXURE - VI)	
22	MSE EXEMPTION * / START UP EXEMPTION (TURN OVER )	

**(\*NIC CODE under MSE: Only bidders registered under NIC code 32506 in MSE certificate shall be eligible for Purchase preference and EMD exemption)**

THE MEDICAL SUPERINTENDENT, ESIC HOSPITAL, ASRAMAM,  
KOLLAM, 691002 HAS THE RIGHT AND DISCRETION TO ACCEPT OR REJECT OR C  
ANCEL THE TENDER/ TENDER PROCESS AT ANY STAGE WITHOUT ASSIGNING ANY REASON.

**Date:**

**Signature of Authorized Signatory (With rubber stamp)**

### Annexure - II

-

#### COMPANY PROFILE

1. Name and address of Tenderer /firm with Telephone No:-
2. Valid Trade License No.: -Valid Up-to:
3. Valid Authorization Certificate:-Valid Up-to:-
4. GST No.:-
5. TIN No.:-
6. PAN No.:-
7. Name and address of Bank:-
8. Details of Bid Security/Earnest Money Deposit Declaration:-
  - (a) Amount with details:
  - (b) Demand draft No.:
  - (c) Date of Issue:

(d) Name of issuing bank:

9. Any other information:

10. Declaration by the bidder

This is to certify that I/We before signing the tender have read and fully understood all the terms and condition contained herein and undertake myself/ourselves to abide by them. Enclose duly signed and undertaking

(SIGNATURE OF THE TENDERER) (OFFICE SEAL)

### **Annexure -III**

#### **FORMAT FOR UNDERTAKING**

(NOTE: Undertaking must be submitted only on non-judicial stamp paper Rs.100/-)

1. I Prop/Partner/Director/Authorized Signatory..... of M/s..... certify that

I have gone through the terms and conditions mentioned and undertake to comply with

them. The rates quoted by me are valid and binding on me I accepted for the duration

of the contract period.

2. The article supplied shall be new & of the best quality and kind and as per the requirement of the hospital. The decision of the Medical Superintendent, ESIC Model super specialty Hospital, Asramam, Kollam as regards the quality and kind of articles shall be final and binding on me.

3. The conditions here in contained shall form part of and shall be taken as included in the agreement to be entered into or treated as the agreement itself of the discretion of Medical Superintendent, ESIC Model super specialty Hospital, Asramam, Kollam.

4. Should the said officer deem it necessary to change any article on its being found of inferior quality, it shall be replaced by me, well in time to prevent

- ent inconvenience to the patients.
5. I/We here by undertake to uninterrupted supply of the items during the validity of the tender as per the direction given positively or else alternative arrangements will be made at the own risk of the firm.
  6. I/We here by undertake that the rates quoted by me/us are either at par or lower than that quoted to any other Govt. or private hospital/institutions for the past year and these quoted rates are not higher than the MRP of these items. I also undertake to comply with the same rates under an extended period if the situation warrants it.
  7. I/We understand that it is my/our responsibility to provide warranty/Guaranty as per tender terms & conditions and it is my/our responsibility to import/export spares/replacements, repairable items free of cost during the contract period.
  8. I/We declare that my/our firm has not been blacklisted /debarred by any of the Govt. Hospitals/Institutions. If blacklisted or debarred in the past, they have revoked the same.
  9. I/We also submit that our firm /principal has no court case/vigilance case/CBI case pending against us/our principal.
  10. I/We undertake that I have not submitted any false documents with the tender.
  11. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief.
  12. I further pledge and solemnly affirm that nothing has been concealed by me if anything comes to the notice of purchaser during the validity of tender period Medical Superintendent, ESIC Model super specialty Hospital, Asramam, Kollam will have full authority as he deems fit which may amount to a rejection of tender without assigning any.

Place: \_\_\_\_\_ Signature of the bidder  
 Date: \_\_\_\_\_ Stamp of the Firm

**Annexure-IV**

**DECLARATION**

1. I.....Son/Daughter of Shri.....Proprietor/Partner/Director/  
 Authorized signatory of

..... am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and here by convey my acceptance of the same.
3. The information/document furnished along with the above application is true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I hereby authorize the Medical Superintendent, ESIC Model super specialty Hospital, Asramam, Kollam to forfeit the Security Deposit submitted by my a

gency in the event of my selection and failure to carry out the work within t  
he time stipulated/breach of any condition of this tender during the perform  
ance.

Place:  
authorized person:

Signature of the

Date:

Full name:

Firm's/Company's seal:

The above declaration, duly signed and sealed by the authorized signatory o  
f the company should be closed along with the quotation.

Signature of the Contractor with seal

**Annexure-V**

**BANK DETAILS(In Letter Head)**

1. Name & Address of the Firm:
2. Name of the Bank:
3. Name of the Branch& Address:
4. Bank branch code:
5. Type of Account :SB/CC/CA
6. Bank Account Number:
7. IFSC code:
8. MICR code:
9. Bank e mail address:

Authorized person: Place: Signature of the authorized person:

Date:

Full name:

Firm's/Company's seal:

**Annexure-VI**

**SELF DECLARATION OF NON - CONVICTION CERTIFICATE**

(To be signed on aRs.100/-Stamp Paper attested by notary)

I / We declare that I / We are in possession of the requisite licenses / permits required for the manufacture / supply / sale / distribution of the items and further verify that at the said licenses / permits have not been declared defaulter, black listed or debarred by any state or Central Government or Constitutional authority or financial institution or Judicial Court or any Government undertakings.

I/We further declare that, I / we manufacturer of item quoted is / are not been give n notice for malpractice, debarred, or blacklisted by any Govt. or any concern authority.

I/We undertake responsibility to bring attention of Medical Superintendent, ESIC Model super specialty Hospital, Asramam, Kollam if the GeM Bidder will be debarred / Blacklisted / Deregistered in future by any state / Central Govt. / Undertaking / organization, I / We understood that if I /We fail to draw attention, strict action may be taken by Director

Date:

Stamp & Signature of GeM Bidder

-

### **Annexure-VII**

### **BID SECURITY DECLARATION**

From

To

The Medical Superintendent,  
ESIC hospital, Asramam, Kollam, Kerala

Sub: Bid Security Declaration-reg.

1. I/We \_\_\_\_\_ the undersigned, declare that: I /We Understand that according to your condition, bids must be supported by a Bid Security Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I/ We are in a breach of any obligation under the bid conditions.
2. Further, I/We \_\_\_\_\_ will also be liable to be debarred/banned if I/We:
  - a) Withdraw/modify/amend, impair or derogate from the tender, my/our Bid during the period of Bid validity specified in the form of Bid.

OR

- b) After having been notified of the acceptance of our Bid by the purchaser during the period of bid validity, fails or refuses to execute the contract, if required or fail or refuse to furnish the Performance security in accordance with the Instructions to Bidders.

Date:  
Authorized person:

Signature of the authorized person

Place:

Full Name:

Firm's/ Company's seal:

Note: The above declaration, duly signed and sealed by the authorized signatory of the company should be enclosed along with the quotation.

Signature of the Contractor with seal

-

**ANNEXURE-VIII**

**INTEGRITY PACT**

(TO BE TYPED ON BIDDER'S LETTER HEAD)

**To**

The Medical Superintendent,

ESIC Model and Superspeciality Hospital, Asramam, Kollam.

**Subject:** Total Knee Replacement Implants

**Sir,**

1. I /We acknowledge that ESIC is committed to following the principles there of as enumerated 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 the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of 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 tender/bid is finally accepted by ESIC. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with 'Article' 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 unqualified, absolute and unfettered right to disqualify the tenderer /bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid

**(Signature of Bidder)**

## **Name and Address of the Bidder**

### **ARTICLE INTEGRITY PACT DOCUMENT**

(To be executed on plain paper and signed by the bidder as 2<sup>nd</sup> party before uploading as bid document ESIC as 1<sup>st</sup> party will sign this Integrity Pact later stage after the opening of bids)

### **PRE-CONTRACT INTEGRITY PACT**

1. General 1. This pre-bid-contract Agreement (here in after called the Integrity Pact) is made on..... the day of the month of.....year Between on one hand of Employees State Insurance Corporation (ESI under the administrative control of Ministry of Labour and Employment, Government of 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 his successors in office and assigns) of the Second Party. WHERE as 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.
2. Whereas the Bidder is a private company/ public company/ partnership/ proprietorship constituted in accordance with the relevant law in the matter and the Buyer is performing its functions on behalf of India.

#### **2. Objectives**

Now, therefore, the Buyer and the Bidder agree to enter into this pre contract agreement, herein after referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be offered into with a view to:-

- i. 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 corruption on public procurement, and
- ii. 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 preventing corruption, in any form, by their official by following transparent procedures.

#### **3. Commitments of Buyer**

The Buyer Commits itself to the following:-

- i. The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves 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.
- ii. 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 abort an advantage to that particular Bidder in comparison to other Bidders.
- iii. All the official of the Buyer will report to the appropriate Government office any attempted completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- iv. In case of any such preceding misconduct on the part of such social(s) as reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceeding may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an inquiry is being conducted by the Buyer the proceedings and the contract would not be stalled

#### **4. Commitments of Bidders**

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair mean and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in or to secure the contractor in furtherance to secure it and in particular commits himself to the following: -

- i. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward favour, any material or immaterial benefit or other advantages, commission, fees, brokerage of inducement to any 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.
- ii. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contractor for bearing to door having done any act in relation to the obtaining or execution of the Contract or any other contract with the government for showing or for bearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Government.
- iii. The Bidder will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder will not accept any advantage in exchange for any corrupt unfair means and illegal activities.
- iv. The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorized government-sponsored export entity of the defence stores and has not engaged any individual or firm company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, has any amount been paid, promised or intended to be paid to any such individual, firm company in respect of any such intercession, facilitation or recommendation.
- v. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to official of the Buyer or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- vi. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to other any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and Adequate care lest any such information's divulged.
- vii. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting with full and verifiable facts.
- viii. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

## **5. Previous Transgression**

- i. The Bidder declares that no previous transgression occurred in the last three years immediately before the signing of this Integrity Pact, with any other company in any country in respect of any corrupt practice envisaged there under or with any Public Sector Enterprise in India or any Government Department in India that could justify the bidder's exclusion from the tender process.
- ii. If the Bidder makes an incorrect statement on this subject, Bidder can be disqualified from the tender process, or the contract, if already awarded, can be terminated for such reason.

## **6. Security Deposit**

- i. The Security Deposit shall be valid till the complete conclusion of contractual obligations to the complete satisfaction of both the bidder and the buyer, whichever is later.
- ii. In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance 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 a sanction for violation of this pact.
- iii. The provisions regarding sanctions for violation in Integrity pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing a sanction for violation of integrity Pact.
- iv. No interest shall be payable by the buyer to the Bidder(s) on Security deposit for the period of its currency.

## **7. Company Code of Conduct**

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **8. Sanctions for Violation**

Any breach of the aforesaid provisions by the Bidder or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 186 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving compensation to the Bidder. However, the proceedings with the other bidder(s) would continue.
- ii. The Security Deposit/ Performance Bond shall stand forfeited either fully or partially, a decision by the Buyer and the Buyer shall not be required to assign any reason, therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- iv. To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at a 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover therefore said sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- vi. To cancel all or any other Contracts with the Bidder.
- vii. To debar the Bidder from entering into any bid from the Government of India for

a minimum period of five years which may be further extended at the discretion of the Buyer.

- viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middle man or agent or broker with a view to securing the contract.
- ix. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either director indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative an officer of the Buyer has financial interest/s take in the Bidder's firm, the same shall be disclosed by the Bidder at the time offering of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
- x. Government servant or not, but not include a spouse separated from the Government servant by a decree or order a competent court; son or daughter or stepson or stepdaughter and wholly dependent upon Government servant, but does not include a child or step-child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by under any law; any other person related, whether by blood or marriage, to the Government servant or the Government servant's wife or husband and wholly dependent upon Government servant.
- xi. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forth with to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- xii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.
- xiii. The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this pact.

#### **9. Fall Clause**

The Bidder undertakes that he has not supplied /is not supplying the similar systems or sub systems at price 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 subsystem was supplied by the Bidder to any other Ministry/Department of the Government of India at a low price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer if the contract has already been concluded.

#### **10. Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

#### **11. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the buyer i.e Kollam, Kerala or as decided by the BUYER.

#### **12. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **Validity**

- i. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.
- ii. Should one or several provisions of this Pact turn out to be invalid; their main der of th is pact remains valid. In this case, the parties will strive to come to an agreement with their original intentions.
- iii. 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 moni toring committee nominated by the competent authority for the purpose at any stage.
- iv. The Parties here by sign this Integrity Pact at on

ESIC Model Superspeciality Hospital, Asramam, Kollam.

(1<sup>st</sup>Party)  
Party)

BIDDER (2<sup>nd</sup>

Witness

Witness

**FORCE MAJEURE CLAUSE.**

1. The contractor shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's a delay in performanc e or other failures to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purpose of this clause, "Force Majeure" means an event beyond the control of th e supplier and not involving the supplier's fault or negligence and not for seeable. Suc h events may include, but are not restricted to war, or revolutions, fires, floods, epide mics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the supplier shall promptly notify the Medical Superintendent, ESIC Hospital, Asramam in writing of such conditions and the cause th ereof. Unless otherwise directed by the purchaser in writing, the supplier shall continu e to perform its obligations under the contract as far as reasonably practicable and sh all seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in the Buyer Organization. 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 AT Cs and due to modification of technical specification and/or terms and conditions governing the bid Any clause incorporated by the Buyer such as demanding Tender Sample , incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification ,changing the default time period for A cceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of the bid. Further, any reference o f conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clau ses or otherwise on any aspect of this bid, they can raise their representation against the s ame by using the Representation window provided in the bid details field in the Seller dash board after logging in as a seller within 4 days of bid publication on Gem. Buyer is duty bou nd to reply to all such representations and would not be allowed to open bids if he fails to r

reply to such representations.

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

However, in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will override the conditions in the General Terms and Conditions.

-

### 3. 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.

**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---**