

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-12-2025 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-12-2025 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Employees State Insurance Corporation
संगठन का नाम/Organisation Name	Employees State Insurance Corporation
कार्यालय का नाम/Office Name	Esic Hospital Tiruppur
वस्तु श्रेणी /Item Category	Custom Bid for Services - Procurement of Fully automated Coagulation Analyser along with required reagents, quality control, consumables on rate contract basis
समान श्रेणी/Similar Category	<ul style="list-style-type: none"><li>• Operation And Maintenance Of Other Machines And Plants</li><li>• Repair, Maintenance and Installation of Plant/ Systems/Equipments</li><li>• Selection of Laboratories for Testing of Products/Material</li></ul>
अनुबंध अवधि /Contract Period	3 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	9 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No

<b>बिड विवरण/Bid Details</b>	
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (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
<b>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?</b>	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)
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	3
<b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>	7
<b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>	1
<b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>	Yes
<b>रिवर्स नीलामी योग्यता नियम/RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>बिड का प्रकार/Type of Bid</b>	Two Packet Bid
<b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required</b>	Yes
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	36000

#### 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.

#### लाभार्थी /Beneficiary :

ESIC Fund A/c Number 1 payable at Tiruppur

ESIC Hospital Tiruppur, Employees State Insurance Corporation, Employees State Insurance Corporation, Ministry of Labour and Employment

(Esic Fund A/c Number 1 Payable At Tiruppur)

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

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price

within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

5. 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.

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

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Payment Terms:**[1761975868.pdf](#)

**GEM Availability Report ( GAR):**[1761975887.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1761975911.pdf](#)

**Scope of Work:**[1763700253.pdf](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
28-11-2025 11:00:00	ESIC Hospital, Tiruppur. (email:proc-esichtup.tn@esic.gov.in)

**Custom Bid For Services - Procurement Of Fully Automated Coagulation Analyser Along With Required Reagents, Quality Control, Consumables On Rate Contract Basis ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Procurement of Fully automated Coagulation Analyser along with required reagents, quality control, consumables on rate contract basis
Regulatory/ Statutory Compliance of Service	YES

विवरण/ Specification	मूल्य/ Values
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

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

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Sathyanarayanan B	641603,EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL, EMPLOYEES' STATE INSURANCE CORPORATION, Poovulapetti to Thirumurugan Poondi ring road, Tiruppur	1	N/A

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

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

## Bid Document

ESIC is a social security organization under the ministry of labour and employment of India. ESIC established 100 bed hospital at Tiruppur to provide medical service to insured persons. In order to provide better service, ESIC intended to purchase Fully automated Coagulation Analyser along with required reagents for the test parameters mentioned in Annexure-A, consumables, quality control under rate contract basis. The rate contract period is initially valid for 3 years which can be extendable for further period of 2 years

with mutual consent.

The bid contains the detailed specification of the medical equipment Fully automated Coagulation Analyser and the list of tests required to be done along with approximate number of tests estimated to be done in a month & 5 years (**Annexure -A**) for bidders' consideration to quote the rate for reagents.

### **I. Scope of Work**

1. The successful bidder responsible for supply, installation, commissioning and trial runs with providing free trial kits for all tests along with respective calibrator and control. The equipment along with associated accessories including UPS and reagents, quality control and consumables are to be delivered to the hospital on Freight on Road (F.O.R) destination basis.
2. The successful bidder should sign a memorandum of understanding with ESIC Tiruppur Hospital for supply, inspection, installation testing & commissioning, Warranty, CMC of equipment and rate contract of reagents, quality control.
3. All consumables (cuvette etc.) related with the equipment should be listed separately (**Proforma-4**) and the same should be supplied by the successful bidder throughout the reagent rate contract period.
4. As per the requirement, the supply order for the reagents, quality control, consumables will be issued to the successful bidder after installation and commissioning of the equipment and signing of MoU with ESIC Tiruppur Hospital. No guarantee can be given as to the minimum quantity which will be drawn against this contract but the bidder should supply quantity as ordered by the buyer.
5. The quantity mentioned in Annexure - A is anticipated drawl only.
6. Bidder should provide calibration certificate (IQ/OQ/PQ) for the hardware traceable NABL standards as per the manufacturer's instructions.

### **II. Technical Specification for Fully automated Coagulation Analyser :**

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<b>Sl.No.</b>	<b>Specification parameter</b>	<b>Required values</b>
1	Product Description	Fully Automated Coagulation Analyzer
2	Purpose	Coagulation Analyzer rapidly and accurately measures blood clotting parameters, aiding in diagnosing and monitoring bleeding and clotting disorders
3	Configuration Model	Bench top
4	System type	Closed
5	Throughput (PT tests/hr)	40 to 60
6	Throughput (APTT tests/hr)	30 to 60
7	Throughput (Simultaneous PT &APTT tests/hr)	30 to 60
8	Method used for clotting assay	Photo metric and mechanical methods

9	Immunologic Assay	Yes
10	Chromogenic Assay	Yes
11	Sample Type	Plasma
12	Random access facility	Yes
13	Maximum onboard sample capacity at a given time	10 to 30
14	Continuous loading capability of samples	Yes
15	Continuous loading capability of reagents	Yes
16	Number of positions for stat samples	1 to 5
17	Total number of reagent positions on board	5 to 10
18	Number of measurement channels	5 to 6
19	Test Menu Programmable	Yes
20	Number of user defined test settings	11 to 20
21	Tests performed	PT, APTT, FIB
22	D-Dimer Test menu	Yes
23	TT Test Menu	Yes
24	vWF Test	Yes
25	LA1, LA2	Yes
26	Protein S and C	Yes
27	Plasminogen	Yes
28	Plasmin inhibitor	Yes
29	AT-III	Yes
30	Flagging of PT value when results exceed 120 seconds	Yes
31	APTT value provided when results exceed 180 seconds	Yes
32	Machine flagging limits FIB, mg/dL	40 to 800

33	Incubation Temperature	37 ( $\pm 1$ ) Degree Celsius
34	Analysis Mode	Repeat analysis
35	Dispensing	Pre-heating probe, Level sensing, Vertical obstruction detection
36	Sample Carryover	$\leq 5\%$
37	Direct Sampling	Yes
38	Auto sampler	Yes
39	Reagents Refrigerated	Yes
40	Computer Interface	RS232
41	LIS Interface	Yes
42	Bar code Sample Reader	Inbuilt
43	Bar Code Regents Reader	External
44	Printer type	Built-in Thermal
45	Calibration	Manual
46	Inbuilt Quality Control	Yes
47	QC features	QC with L-J graph and 2 level minimum
48	Onboard consumable loading	Yes
49	Inventry management controlled by software	Yes
50	Liquid Level Detection	Yes
51	Dead Volume for Reagents	$\leq 5\%$
52	Type of data management	Inbuilt system
53	PC monitor type	NA for Inbuilt Monitor
54	PC monitor size in inches	NA for Inbuilt Monitor
55	Number of patient report storage	5000-10000
56	QC Data Storage	upto 2 Lot
57	Number of USB port	NA
58	Inbuilt Display	LCD/LED/TFT
59	Touch Screen Display	Yes



60	Reaction cuvette Holder	Yes
61	Computer System OS	Compatible
62	Power input, VAC	220-240VAC, 50Hz fitted with Indian plug
63	Resettable over current breaker shall be fitted for protection	Yes
64	UPS Back up time in minutes	60
65	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
66	Availability of valid Medical Device license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date	Yes
67	Certification for manufacturing unit	ISO:13485 (Latest)
68	Availability of Test Report for each supplied batch/product as per Medical Device Rule (MDR) 2017 as amended till date	Yes
69	Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission or along with supplies as per buyer requirement	Yes
70	Electrical Safety Compliance Standard	IEC 60601 or BIS Equivalent
71	Warranty in years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	5 years
72	CMC	5 years

**Bidders should upload Compliance certificate for technical specification. Bids without Compliance certificate for technical specification will be summarily rejected.**

### III. Financial Bid:

1. The lowest bidder will be calculated summing up of equipment's unit cost (including warranty) plus CMC charges plus total cost per test of Mandatory parameters plus cost of Quality control plus cost of Consumables. The bidders should quote the rate of Equipment, CMC, Quality control, Consumables and reagents on F.O.R destination per unit and are inclusive of GST and inclusive of all charges for packing and forwarding, transport & installation.
2. Bidder should quote the price for all test parameters in financial breakup - C. Bidders should provide the details of reagents required to perform each test parameters as per Proforma - 3 before filling the financial bid. Proforma-3 includes Reagents pack size (in ml / number of tests per pack), cost per pack and cost per test (with GST). **There should be no variations in cost per test of particular parameter in Financial breakup - C and Total cost of reagents required to perform the particular parameter in Proforma - 3.**

#### 3. Financial Bid Price Breakup details:

Sl.No	Equipment Name	Quantity	Cost/unit (Rs.) (with GST)	Amount (Rs.) (with GST)	A. <u>Equipment</u>
1		1			-

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#### B. CMC

Comprehensive Maintenance Charges (with GST)	CMC %	Amount (Rs.) (with GST)
CMC charges for 1st year after warranty in % of cost of equipment		
CMC charges for 2nd year after warranty in % of cost of equipment		
CMC charges for 3rd year after warranty in % of cost of equipment		
CMC charges for 4th year after warranty in % of cost of equipment		
CMC charges for 5th year after warranty in % of cost of equipment		
<b>Total (B) (with GST)</b>		

#### C. MANDATORY TEST PARAMETERS

Sl.No.	Name of the Test parameters	Cost Per Test (Rs.) (with GST)
1	PROTHROMBIN TIME (PT)	
2	ACTIVATED PARTIAL THROMBOPLASTIN TIME (aPTT)	
3	LUPUS ANTI COAGULANT 1&2 (LA1/LA2)	

4	D-DIMER	
		<b>Total (C) (with GST)</b>

#### D. Quality Controls

Item	Cost/Unit (Rs.) (with GST)
Quality Control level 1	
Quality Control level 2	
Quality Control level 3	
<b>Total (D) (with GST)</b>	

#### E. Consumables

Sl.No	Name of Consumable	Cost/Unit (Rs.) (with GST)
1	Cup/cuvette	
2	Cassette/Rotors	
<b>Total (E) (with GST)</b>		

**Bidders should quote the total value of (A+B+C+D+E) in the financial bid.** Break up should be uploaded in excel format. Bidder must submit this document in pdf/Hard copy when this office asks for the same.

4. ***If more than one bidder quotes the L1, the bidder who have quoted lowest price for reagents shall be selected as L1.***
5. ***Final acceptance of the bid price is only after assessing the reasonability of rate by using various business analytical tools. (i.e. compared with market price, CGHS rate etc.)***

#### IV. GENERAL TERMS & CONDITIONS:

1. ***Bidder should provide price details for the optional test parameters enlisted in Annexure - B. It may be included in the rate contract in future subject to assessment of reasonability of price, necessary internal approval. Bidder should list out the reagents required to perform each Optional Test parameters as per Proforma - 3.***
2. Physical live demonstration of equipment for technical evaluation is mandatory. Bidder should demonstrate the equipment at ESIC Hospital Tiruppur or at any institution within district of Tiruppur/Coimbatore/Erode in Tamil Nadu by their own cost. The bidder should submit an undertaking in this regard in **proforma "1"**. Bidders who fail to upload undertaking of live demonstration equipment proforma will be summarily rejected.
3. Only products that are available currently in the market and shall not become obsolete for next 10 years should be included in the bid.
4. **Performance security:** Successful bidder has to submit Performance Guarantee for 5% of the

- bid value (Cost of Equipment + Cost of test to be performed per year (anx-A)) in the form of demand draft only. DD should be made in favour of ESIC FUND ACCOUNT NUMBER 1 payable at Tiruppur. After award of contract, Successful Bidder should upload scanned copy of the demand draft in place of PBG and has to ensure delivery of hard copy to the original demand draft to the Buyer within 15 days of award of contract.
5. A separate performance guarantee at 5% of Total CMC Charges for CMC is to be submitted in the form of demand draft only before commencement of CMC.
  6. The bidder has to submit the compliance certificate as per GFR 144(xi) (The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.)
  7. Offered product should comply with standards/certifications such as BIS/CDSCO/ ISO etc .
  8. Availability of all Spares/Reagents/quality control/consumables/accessories etc. shall be ensured by the bidder for complete lifespan of the equipment or 10 years (whichever is more).
  9. **Bidders should specify whether only OEM spares/ Reagents/ quality control / consumables/accessories etc are compatible or substitutes for the same from other sources can also be used without compromising the warranty and optimal functionality of equipment.**
  10. There should be provision for free of cost software up gradation (wherever applicable).
  11. Selected bidders should supply good quality, freshly made equipment's only. Supply of defective, refurbished shall be rejected.
  12. Bidders should not be blacklisted, debarred by any government institutions/GEM portal in the last 03 years.
  13. Bidders should have service centre at Tiruppur/Coimbatore/Erode in Tamil Nadu to attend breakdown call if any in-person within 24 hours of registration of such call during the warranty and comprehensive maintenance contract period.
  14. If the problem is not rectified within 24 hours backup machine should be provided to ensure uninterrupted patient care services.
  15. Bidder should provide regular/periodical maintenance of equipment i.e.minimum four visits per annum during warranty period and any number of breakdown calls.
  16. **For Warranty:** No separate charges will be paid for regular/periodical maintenance, any breakdown call service rendered during warranty period.
  17. **For CMC:** Bidder should provide regular/periodical maintenance of equipment i.e.minimum four visits per annum during CMC period and any number of breakdown calls. Charges will be paid on quarterly/half-yearly basis as per the quoted price.
  18. Bidder should provide complete details of service centre including address, contact number, e mail address and name of the service personal.
  19. Bidder should ensure the repair/maintenance of equipment including replacement of equipment/spares/accessories (in case of unrepairable) at free of cost during the warranty and comprehensive maintenance contract period.
  20. Bidders should comply with all the prevalent rules of the GOI.
  21. Bidder or their OEM should have experience for supply of the equipment for two financial years to any government institutions/reputed private institutions.
  22. Bidders should not have supplied the same equipment to any other institutions for a rate less than what is quoted in the bid.
  23. Bids from reputed OEMs/Authorized dealers are preferable.
  24. **EMD:** Rs.36,000/- to be paid in the form of Account payee Demand Draft only in favour of ESIC Fund Account No.1 payable at Tiruppur.
  25. Warranty period shall be commenced from the date of final acceptance certificate (FAC) of equipment.
  26. **Payment for Equipment:** Payment shall be made through (RTGS/NEFT) within 30 days from the date of final acceptance of equipment which include supply, inspection, installation, testing & commissioning and observation period.

#### V. SPECIAL TERMS & CONDITIONS (STC):

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 Bidder should submit valid Drug License and self-declaration of product certification, test rep

- orts 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 drug 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. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.
  6. 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 Tiruppur/Coimbatore/Erode in Tamil Nadu 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.
  7. Source of supply: It shall be responsibility of seller to provide Documents regarding source of equipment's 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.
  8. Packing and Marking: Medical equipment being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. with 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 equipment 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.
  9. 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.
  10. 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.
  11. 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 equipment's checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
  12. Software: All software updates should be provided free of cost during warranty period.

## **VI. Rate Contract**

1. The rate mentioned in the quote will be taken for rate contract of reagents, quality control and consumables supply to ESIC Tiruppur Hospital. The rate contract shall be valid for THREE (3) years from the date of signing of agreement and extendable for TWO (2) more years with same rates and terms & conditions on mutual consent basis.
2. ESIC will issue supply order for reagents, quality control, consumables as per the requirement, the bidder should supply all the reagents, quality control, consumables mentioned in the supply order without splitting within 21 days from the date of issue of the supply order through email. If the successful bidder fails to supply within the stipulated period, 2% of order value per week or part thereof will be levied for the delay. The maximum penalty shall not exceed 10% of the order value.

der value.

3. Bidder should provide the contact detail for the placement of supply order such as name of the contact person, designation along with email Id and phone number. All the supply order will be sent to the particular email id only. If any change of email id should be intimated immediately.
4. ESIC can place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will not be affected beyond the validity period of the rate contract.
5. If any reagent/ quality control/ consumable supplied by the bidder found as substandard/ defective that particular lot should be replaced by the bidder at free of cost at the earliest.
6. **Payment for Reagents:** Payment shall be made through RTGS/NEFT within 30 days from the date of receipt of ordered items & bill.

#### **VII. Fall Clause:**

If the bidder reduces reagents & consumables price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization (except export / deemed export by the supplier or under any previous contract with any institution) during the currency of the rate contract, price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

#### **VIII. Life Period:**

1. As on date of delivery, reagents, quality control, consumables should not be older than sixty percentage (60%) of its shelf life from the date of manufacture.

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#### **IX. Warranty and Comprehensive Maintenance**

1. The equipment should have **warranty period of 5 years**. The bidder should quote CMC for the 6th year onwards to 10<sup>th</sup> year. A separate performance security at 5% of Total CMC Charges for CMC is to be submitted in the form of demand draft only before commencement of CMC. The performance security submitted after award of contract (Cost of Equipment + Cost of test to be performed per year) shall be released without interest only after completion of warranty period plus two months, all contractual obligations, submission & acceptance of new PBG for the CMC period by buyer. In case seller fails to submit the PBG or does not provide service for CMC contract after expiry of warranty period then performance security of equipment plus reagent shall be forfeited.
2. CMC shall include preventive maintenance including calibration as per technical/service/operational manual of the manufacturer, service charges and all spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, service personnel shall visit buyer site as recommended in the manufacturer's technical/service/operational manual, at least once in THREE Months or as per user requirement. The bidder should provide 98% of uptime warranty for the machine during the CMC period basis, with penalty, to extend CMC period by double the downtime period.
3. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
4. 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

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

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

$$C * \left\{ \frac{A1}{100} / (1.10^n) + \frac{A2}{100} / (1.10^{n+1}) + \frac{A3}{100} / (1.10^{n+2}) + \frac{A4}{100} / (1.10^{n+3}) + \frac{A5}{100} / (1.10^{n+4}) \right\}$$

C-Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

5. CMC charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all incidental charges. The same shall include GST. The price also includes 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.

6. **Payment of CMC** will be made on quarterly/half-yearly basis after satisfactory completion of said period, duly certified by end user.

7. The performance security submitted for CMC shall be released without interest only after completion of CMC period plus two months, all contractual obligations and satisfactory certification of user department.

8. On unsatisfactory performance or violation of terms and conditions of the contract, will make the contractor liable for forfeiture of Performance security. The decision of competent authority will be final in this count.

#### **X. Force majeure clause.**

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

b. For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure situation arises, the supplier shall promptly notify the Medical Superintendent, ESIC Hospital, Tiruppur in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **XI. Arbitration:-**

Any dispute and differences relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter of thing whatsoever in any way arising out of or relating to the contract, designs, drawings, Specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution failure to execute the same whether arising during the progress of the work or after the completion abandonment thereof in respect of which amicable settlement has not been reached, shall be referred to the Sole Arbitration of the **Arbitrator appointed by Medical Superintendent ESIC Hospital, Tiruppur** who shall proceed as per the Arbitration Act, 1996 (as amended as rules framed there under) Jurisdiction of Tiruppur.

a. The work under the contract shall continue, during the Arbitration proceedings.

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

**ANNEXURE-A**

**Mandatory Test Parameters:** Estimated number of test performed

Sl.No.	Test Name	Number of tests/month (approx.)	Number of tests . (approx. for 5 years)
01	PROTHROMBIN TIME (PT)	500	30000
02	ACTIVATED PARTIAL THROMBOPLASTIN TIME (aPT T)	500	30000
03	LUPUS ANTI COAGULANT 1&2 (LA1/LA2)	100	6000
04	D-DIMER	200	12000

**ANNEXURE-B**

**Optional Test Parameters:** Estimated number of test performed

Sl.No.	Test Name	Number of tests/month (approx.)	Number of tests . (approx. for 5 years)
01	FIBRINOGEN (Fbg)	50	3000
02	THROMBIN TIME (TT)	50	3000
03	FACTORS ASSAYS(FII,FV,FFVII,FVIII,FIX,FX,FXI,FXII)	50	3000
04	PROTEIN C CLOTTING ASSAY (PCcl)	50	3000
05	BERICHROM PROTEIN C (BCPC)	50	3000
06	BATROXOBIN TIME (BXT)	50	3000
07	PLASMINOGEN (PLG)	50	3000
08	ANTI THROMBIN III (ATIII)	50	3000
09	ALPHA 2 ANTIPLASMIN (a2AP)	50	3000
10	FIBRINOGEN DEGRADATION PRODUCT (P-FDP)	50	3000
11	VON WILLEBRAND FACTOR ANTIGEN (vWFAg )	50	3000
12	HEPARIN	50	3000

**Proforma - 1**

**Undertaking of Physical demonstration of Medical Equipment for technical evaluation**

[Name of the Equipment] [Bid Number]

As per the bid condition, physical demonstration of the medical equipment .....  
..... for technical evaluation is mandatory and we/I .....  
willing to physically demonstrate our product at ESIC Tiruppur Hospital Pooluvapatti - Thirumurugan Poon  
di Ring Road in our own expenses. And we/I understood that out physical demonstration will not bind the E



SIC to purchase the product from us.

Or

As per the bid condition, physical demonstration of the medical equipment.....  
..... for technical evaluation is mandatory and we/I ..... willing  
for the physically demonstrate our product at Hospital/Lab/Clinic/Institution.....  
....., within district of Tiruppur/Coimbatore/Erode in Tamil Nadu with the proper permission from the concerned Hospital/Lab/Clinic/Institution in our own expenses. And we/I understood that our physical demonstration will not bind the ESIC to purchase the product from us.

(Signature of Bidder)

Name and Address, Seal of the Bidder

Note:

1. Physical demonstration should be done only for the equipment required by ESIC (as per the specification mentioned in the bid)
2. Technically fit person should be available to demonstrate the equipment
3. In case of venue of physical demonstration not in ESIC Hospital Tiruppur,
  - a. Venue must be within district of Tiruppur/Coimbatore/Erode in Tamil Nadu and Date and Time should be mutually agreed.
  - b. ESIC will bear the cost of visit for the ESIC inspecting team.

### **Proforma-2**

### **INTEGRITY PACT**

(TO BE TYPED ON BIDDER'S LETTER HEAD)

**To**

The Medical Superintendent

ESIC Hospital,

Thirumurugan Poondi to Pooluvapatti Ring Road,

Tiruppur - 641603.

**Subject:** Providing laboratory equipment Fully automated Coagulation Analyser and required reagents, consumables, quality control under rate contract basis to ESIC Hospital, Thirumurugan Poondi to Pooluvapatti Ring Road, Tiruppur - 641603.

**Sir,**

1. I / We acknowledge that ESIC is committed to follow the principles thereof 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

er 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' of the enclosed Integrity Agreement.

4. I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, ESIC shall have 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, Seal 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 opening of bids)

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

##### **General**

1. This prebid-contract Agreement (hereinafter 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 of India acting through (hereinafter 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 (hereinafter 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 a -----performing its functions on behalf of India.

##### **Objectives**

Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter 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 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 procedures.

##### **Commitments of Buyer**

3. 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, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour 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

e 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 completed 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 *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings 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 enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

### **Commitments of Bidders**

5. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and 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 himself to the following: -
  - 5.1 The Bidder will not offer, directly or through intermediaries, 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, 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 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 Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor 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 to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 5.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 5.5 The bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 5.6 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 officials 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.
  - 5.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, 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 is divulged.
  - 5.8 The Bidder commits to refrain from giving any complaint directly or through any other manner with supporting it with full and verifiable facts.
  - 5.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned 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 envisaged here under or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

6.2 If the Bidder makes 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.

### **7. Security Deposit**

- a. The Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.
- b. 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 with assigning any reason for imposing sanction for violation of this pact.
- c. 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 with assigning any reason for imposing sanction for violation of Integrity Pact.
- d. No interest shall be payable by the Buyer to the Bidder(s) on Security Deposit for the period of its currency.

### **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 other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

### **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 behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 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:-

- a. To immediately call off the pre-contract negotiations with assigning any reason Or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- b. The Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- c. To immediately cancel the contract, if already signed, with giving any compensation to the Bidder.
- d. To recover all sums already paid by the Buyer, and in case of an Indian 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 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 the aforesaid sum and interest.
- e. 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.
- f. To cancel all or any other Contracts with the Bidder.
- g. 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.
- h. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman 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 on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake 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 with payment of any compensation to the Bidder.
- j. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter 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 or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- k. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any 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 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.
- l. 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.

9.2 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.

### **10. Fall Clause**

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems a

t a 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 sub-system was supplied by the Bidder to any other Ministry/Department of the 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 Bidder 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 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.

**12. 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. **Tiruppur, Tamilnadu** as decided by the BUYER.

**13. Other Legal Actions**

The actions stipulated in this Integrity Pact are with prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**14. Validity**

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

14.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come 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 competent authority for the purpose at any stage.

16. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

ESICH, TIRUPPUR (1<sup>st</sup> Party)

BIDDER (2<sup>nd</sup> Party)

Witness

Witness

**Proforma- 3**

[Name of the Equipment] [Bid Number]

**As per the table given below bidders should list out the reagents required to perform each Test parameters. (mentioned in financial breakup - C)**

**Example 1: Reagents required to perform - Prothrombin Time (PT).**

Sl.No	Reagent Name	Pack Size (In ml)	Pack Size (No of Test per Pack)	Cost per pack (with GST)	Cost Per Test (with GST)
1	Reagent 1				

2	Reagent 2				
3	Reagent 3				
4	Reagent 4				
5	Reagent 5				
				<b>Total reagents cost per test</b>	

**IMPORTANT: There should be no variations in cost per test of particular parameter in Financial breakup - C and Total cost of reagents required to perform the particular parameter in Proforma - 3.**

(Signature of Bidder)

Name and Address, Seal of the Bidder

**Proforma - 4**

[Name of the Equipment] [Bid Number]

**1.** As per the bid condition, all consumables (cuvettes, tips, wash buffers, paper roll etc) related with the equipment as listed below should be supplied by the successful bidder throughout the reagent rate contract period and If selected as successful bidder we/ ..... shall supply the consumables to ESIC Tiruppur Hospital, Pooluvapatti - Thirumurugan Poondi Ring Road throughout the reagent rate contract period.

Sl.No	Name of Consumable	Cost per unit (with GST)	Pack size (No. of units /pack)	Cost per pack (with GST)
1				
2				
3				
4				
5				

**IMPORTANT: There should be no variations in cost per unit of particular consumable in Financial breakup - E and in Proforma - 4.**

(Signature of Bidder)

Name and Address, Seal of the Bidder

**Proforma - 5**

[Name of the Equipment] [Bid Number]

<b>Reagent consumption per test (in ml)</b>								
Sl.No.	Name of the run	Reagent 1	Reagent 2	Reagent 3	Reagent 4	Reagent 5	Reagent 6	Reagent 7
1	Start up							
2	Shut Down							
3	PROTHROMBIN TIME (PT)							
4	ACTIVATED PARTIAL THROMBOPLASTIN TIME (aPTT)							
5	LUPUS ANTI COAGULANT 1&2 (LA1/LA2)							
6	D-DIMER							
7	FIBRINOGEN (Fbg)							
8	THROMBIN TIME (TT)							
9	FACTORS ASSAYS (FII, FV, FVII, FVIII, FIX, FX, FXI, FXII)							
10	PROTEIN C CLOTTING ASSAY (PCcl)							
11	BERICHROM PROTEIN C (BCPC)							
12	BATROXOBIN TIME (BXT)							
13	PLASMINOGEN (PLG)							
14	ANTI THROMBIN III (ATIII)							
15	ALPHA 2 ANTIPLASMIN (a2AP)							

16	FIBRINOGEN DEGRADATION PRODUCT (P-FDP)							
17	VON WILLEBRAND FACTOR ANTIGEN (vWFAg)							
18	HEPARIN							

(Signature of Bidder)

Name and Address, Seal of the Bidder

**Proforma - 6**

**Undertaking - General conditions**

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

[Name of the Equipment] [Bid Number]

To

The Medical Superintendent

ESIC Hospital,

Thirumurugan Poondi to Pooluvapatti Ring Road,

Tiruppur - 641603.

**Subject:** Providing laboratory equipment Fully automated Coagulation Analyser and required reagents, consumables, quality control under rate contract basis to ESIC Hospital, Thirumurugan Poondi to Pooluvapatti Ring Road, Tiruppur - 641603.

Respected Sir,

1. The undersigned certifies that I/we have gone through the terms and conditions mentioned in the tender document including annexures & Proformas and same are acceptable to me/ us and I/ we undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of three years from date of finalizing of the tender and extendable for two more years.
2. It is certified that rates quoted are the lowest quoted by me/ us for any other Institution/Hospital in India.
3. Earnest money deposited by me/us in the form Demand Draft in favour of ESIC Fund Account No.1, payable @ Tiruppur is enclosed herewith and shall remain in custody of the Medical Superintendent ESIC HOSPITAL, Tiruppur as per terms and conditions.
4. I/We give the rights to Medical Superintendent, ESIC Hospital, Tiruppur to forfeit the Earnest Money deposited/ Security Deposit submitted by me/us if any delay occurs on my/ our part or fails to supply the article, maintenance/repair the analyzer and other accessories at the appointed place and time and of the desired specification.



5. I/We hereby undertake that my/our firm will provide an uninterrupted supply of reagents, quality control, consumables, repair and maintenance/replacement of the analyzer and other accessories throughout the Warranty and CMC period.
6. I/We hereby undertake that there is no vigilance/CBI case or court case pending against the firm/supplier.
7. It is certified that my/our firm has not been derecognized / debarred / blacklisted either by the tender inviting authority or by any state government or central government organization or GeM.
8. On Inspection if any article is found not as per supply order, it shall be replaced by me/us in time as asked for, to prevent any inconvenience, at my/our own expenses.
9. I/we hereby undertake to supply the items as per directions given in supply order within the stipulated period.
10. I/We undertake that my/our firm/OEM is having experience in this business for last two (02) or more years.
11. I/we understand that Medical Superintendent, ESIC Hospital Tiruppur, has the right to accept or reject any or all the tenders in part or full without assigning any reasons (s) thereof.
12. I/we hereby undertake that the quoted equipment/products are available currently in the market and shall not become obsolete for next 10 years.
13. I/we hereby undertake that the availability of all Spares/Reagents/consumables/accessories etc. for complete lifespan of the equipment or 10 years (whichever is more).
14. I/we hereby certified that any software up gradation (wherever applicable) should be provided for free of cost.
15. I/we hereby undertake that service call including breakdown call if any, shall be attended in person within 24 hours of registration of such call throughout the Warranty and CMC period.

(Signature of Bidder)

Name and Address, Seal of the Bidder

#### **X. Documents to be uploaded in addition to the GEM GTC**

1. Manufacturer license (in case of Manufacturer)
2. Manufacturing License along with authorization letter from the original equipment manufacturer
3. Proforma-1 - Undertaking form for physical live demonstration of equipment.
4. Proforma-2 - Integrity pact
5. Proforma-3 - Reagents pack size, cost per pack/test
6. Proforma-4 - Undertaking for supply of consumables.
7. Proforma-5 - Reagents consumption per test (in ml).
8. Proforma-6 - Undertaking for General conditions.
9. Technical specification compliance certificate.
10. Bidders should specify whether only OEM spares/ Reagents/ quality control / consumables/accessories etc are compatible or substitutes for the same from other sources can also be used without compromising the warranty and optimal functionality of equipment.
11. Apart from the above, all necessary and essential documents/certificates mentioned in the bid document should be enclosed/submitted.

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and

[Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---