

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-10-2025 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-10-2025 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Employees State Insurance Corporation
संगठन का नाम/Organisation Name	Employees State Insurance Corporation
कार्यालय का नाम/Office Name	Esic Hospital Tiruppur
कुल मात्रा/Total Quantity	20
वस्तु श्रेणी /Item Category	Patient Bed (Fowler) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	24 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	13800

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	62

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

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी / Beneficiary :

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)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

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

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old,

the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/ Pre-Bid Date and Time	प्री-बिड स्थान/ Pre-Bid Venue
19-09-2025 11:00:00	ESIC Hospital, Tiruppur. (email:proc-esichtup.tn@esic.gov.in)

Patient Bed (Fowler) (20 pieces)

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

तकनीकी विशिष्टियाँ /**Technical Specifications**

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/ Specification	विशिष्टि का नाम / Specification Name	बिड के लिए आवश्यक अनुमत मूल्य / Bid Requirement (Allowed Values)
GENERAL FEATURES	Product Name	Patient Bed (Fowler)
PRODUCT INFORMATION	Number of bed platform sections	4
	Availability of Backrest section	Yes
	Availability of Leg section	Yes
	Mattress platform shall be perforated	Yes
	Screw mechanism	Welded with ERW Mild Steel tube (18 G) in M.S. cover made from (16 G) ERW tube
	Manual adjustments	Backrest, knee rest through two screw systems with thrust bearings individually manouvred by two handles for fowler bed
	Back rest	Minimum 45 % of the frame length
	Bottom end of the H legs are provided with PVC shoes	Yes (in case of bed without castors)
	Bed has head & foot panels detachable by hand without need of any tool	Yes
	Saline rod provision	Four locations on the bed platform to hold stainless steel telescopic saline rod
	Number of hooks in Telescopic I V Pole	2
	Provision for mounting of syringe pump	Outer covering tube with a knob to mount syringe pump
	All corners shall be rounded off so that there shall be no sharp corners and holes should be burr free	Yes
	Coating for metal parts	Mild Steel tubular parts, linkages, flats are to be In-house, pretreated / shot blasted and Epoxy powder coated with coating thickness 50 to 100 microns
	Material of handle	Mild Steel

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Facility of braking and locking mechanism provided in castor roller	NA (if no castors provided)
	Availability of Noiseless, non rusting swivel castor wheel/ roller with for easy Mobility & Steering	NA (if no castors provided)
	Urine Bag Holder	Yes
	Moulded Chart Holder	Yes
	Provision of collapsible Railing	Yes
Material and Dimensional Parameters	Overall Length of bed with 5% tolerance (mm)	2050 to 2200 mm
	Overall width of bed with 5% tolerance (mm)	900 to 950 mm
	Size of Buffer (mm)	75 mm
	Bed Platform frame size with 5% tolerance	2070 mm L x 910 mm W
	Mattress Platform size with 5% tolerance	1970 mm L x 790 mm W
	Buffer to Handle Length with 5% tolerance	2200 to 2300 mm
	Fixed Height (Minimum)	550 mm
	Material and size of section	1.2 mm (18 G) CRCA M.S perforated sheet top
	Overall length of Back Rest (mm)	750 to 800 mm
	Overall width of back rest (mm)	750 to 800 mm
	Overall length of Knee Rest (mm)	350 to 400 mm
	Overall width of Knee Rest (mm)	750 to 800 mm
	Overall length of Leg Rest (mm)	550 to 600 mm
	Overall width of Leg Rest (mm)	750 to 800 mm
	Overall length of Fix Section (mm)	100 to 150 mm
	Overall width of fix section (mm)	750 to 800 mm
	Raised Backrest Angle (Degree)	65 degree
	Raised Knee rest Angle (Degree)	40 degree

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Bed frame tube size	60 mm x 30 mm x 1.6 mm (16 G) Thick ERW tube
	Dimensions for Fitting of frame	ERW tubes diameter 31.75 mm x 1.2 mm (18 G) thick and diameter 22.22 mm x 1.2 mm (18 G) thick and MS sheet having thickness 3.0 mm (11 G)
	Diameter of Four corner rubber buffers (mm)	75 mm
	Material of head and foot panels	ABS/PP
	Diameter of MS tubular (mm)	30 to 50 mm
	Diameter of SS Laminated (mm)	30 to 50 mm
	Patient Working Load (Kg)	150 Kg
	Safe Working Load (Kg)	200 Kg
	Material of collapsing railing	Mild Steel
	Type of collapsing railing	Collapsible
MATTRESS	Provision of mattress	Yes
	Number of sections in mattress	4
	Thickness of PU foam of mattress in inch	4
	Density of PU foam of mattress in Kg/m3	32
	Material of mattress cover of mattress	PVC
CERTIFICATIONS	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
	Availability of valid Medical Device license/Registration for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date	Yes
	Certification for manufacturing unit	ISO:13485 (Latest)
	Availability of Test Report for each supplied batch/product as per Medical Device Rule (MDR) 2017 as amended till date	Yes

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission or along with supplies as per buyer requirement	Yes
WARRANTY	Warranty includes bed and mattress in years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	1, 2, 3, 4, 5 Or higher (year)

व्यापक रखरखाव / Comprehensive Maintenance	
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	3 Year

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

Additional Specification Parameters - Patient Bed (Fowler) (20 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specification	Technical specification given in the buyer added bid specific ATC shall be final. Bidders needs to comply.

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

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sathyanarayanan B	641603,EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL, EMPLOYEES' STATE INSURANCE CORPORATION, Poovulapetti to Thirumurugan Poondi ring road, Tiruppur	20	15

Special terms and conditions-Version:1 effective from 02-01-2025 for category Patient Bed (Fowler)

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, if applicable.
2. The sellers are registered on GeM based on self-declaration of valid Medical device License (if applicable) , 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 drug license, product certification, manufacturer certification/licenses, test reports etc, as applicable.
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. 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

TECHNICAL SPECIFICATION - FOWLER COT WITHOUT WHEELS

Sl.No.	Specification parameters name	Bid Requirements
	Performance Parameter	
1	Type of Bed	Fowler Bed without Wheels
2	Number of Bed platform sections	4
3	Availability of leg section	Yes
4	Leg section linkage	Welded with MS CRCA tube (16 G)

5	Manual Adjustments	Backrest, Knee rest through two screw systems with thrust bearings individually manouvred by two handles for fowler bed
6	The bottom end of the H legs are provided with PVC shoes	Yes
7	Materials of Handle	MS
8	Provision of casters	NA (No castors provided)
9	Number of hooks in Telescopic I V pole	2
10	Number of sections in mattress	4
11	Provision of collapsible railing	Yes
	Material and Dimensional parameters	
12	Size of Buffer in mm (Mattress Thickness)	100
13	Overall length of Back rest in mm	775 - 800
14	Overall length of Knee rest in mm	450 - 550
15	Overall width of Knee rest in mm	800 - 850
16	Overall width of Leg rest in mm	750 - 850
17	Overall length of fix section in mm	200
18	Overall width of fix section in mm	775 - 800
19	Colour of Mattress cover	Blue
20	Material of collapsing railing	ABS, MS, SS
21	Type of collapsing railing	Collapsable
22	Overall Length of bed in mm	2020 - 2100
23	Overall width of bed in mm	900 - 950
24	Fixed Height in mm	600 - 650
25	Material of Head and Foot panels	SS/ABS
26	Coating for metal parts	M.S. tubular parts, Linkages, flats are to be in-house, pretreated/shot blasted and epoxy powder coated with coating thickness 50 to 100 microns.
27	Uro bag holding hooks	2 numbers
28	Sterilium stand in each bed	1 number

Important: No tolerance will be allowed for dimensions.

General Terms and Conditions:-

1. Bidder shall not sublet, transfer, assign the contract or any part thereof.
2. Bidder is entirely responsible for the execution of supply order in all respect inclusive of supply, installation, testing & commissioning in accordance with the terms & conditions as specified in the tender.

3. If the Bidder fails in fulfilling terms & conditions of the tender, it is treated as breach of contract and the Medical Superintendent shall be entitled to make other arrangement at the risk and expense of the Bidder.
 4. Bidder shall quote only those products in the bid which are not obsolete in the market and has at least 10 years residual market life i.e. the offered product shall not be declared end of life by the OEM before this period.
 5. Bidder should ensure the Fowler bed without wheels to be provided should be brand new and good quality in line with the specification mentioned in the terms and conditions of the bid. Any Fowler bed without wheels with poor quality/refurbished shall be summarily rejected and the Bidder has to bear the transport charges of rejected items.
 6. Bidder should attend breakdown call if any in-person within 48 hours of registration of such call during the warranty and comprehensive maintenance contract period.
 7. Bidder should provide complete details of service centre including contact number, email address and name of the service personal.
 8. Service centre should be available within a reasonable distance from ESIC Hospital, Tiruppur.
 9. Bidder should ensure the repair/maintenance of Fowler bed without wheels including replacement of Fowler bed without wheels/spares/accessories (in case of unrepairable) at free of cost during the warranty and comprehensive maintenance contract period.
10. Physical live demonstration of Fowler bed without wheels is mandatory. Bidder should demonstrate the Fowler bed without wheels at ESIC Hospital Tiruppur by their own cost. The bidder should submit an undertaking in this regard as per **proforma-A**. Bids received without undertaking for live demonstration of Fowler bed without wheels will be summarily rejected.
 11. Offered product should comply with standards/certifications such as BIS/CDSCO/ ISO etc.

Performance Security

12. The successful bidder should submit 5% of bid Value of Fowler bed without wheels as performance security in the form of Account payee Demand Draft only in favour of ESIC Fund Account No.1 payable at Tiruppur. After award of contract, successful bidder to upload scanned copy of demand draft in place of PBG and has to ensure delivery of hard copy of original demand draft to buyer within 15 days of award of contract.
13. The successful bidder should submit 10% of total CMC charges as performance security for Comprehensive Maintenance Contract in the form of Account payee Demand Draft only in favour of ESIC Fund Account No.1 payable at Tiruppur before commencement of CMC.
14. Performance security for Fowler bed without wheels will be refunded without any interest after completion of warranty period plus two months, once all the contractual obligations (including satisfactory performance report from user department) are fulfilled and receipt of performance security for the Comprehensive Maintenance Contract.
15. Warranty period shall be commenced from the date of final acceptance certificate (FAC) of Fowler bed without wheels.
16. Performance security for CMC will be refunded without any interest after completion of CMC period plus two months, once all the contractual obligations are fulfilled (including satisfactory performance report from user department).
17. On unsatisfactory performance or violation of terms and conditions of the contract, will make the Bidder liable for forfeiture of Performance security. The decision of competent authority will be final in this count.

Payment Terms:

18. **Payment for Fowler bed without wheels:** Payment shall be made through (RTGS/NEFT) within 30 days from the date of final acceptance of Fowler bed without wheels which include supply, inspection, installation & commissioning and observation period.
19. **Payment of CMC** will be made on quarterly/half-yearly basis after satisfactory completion of said period, duly certified by the end user.
20. The successful bidder should sign a memorandum of understanding with ESIC Tiruppur Hospital for supply, inspection, installation & commissioning, Warranty and CMC of Fowler bed without wheels (inclusive of all components).

Force majeure clause.

1. Bidder 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.
2. For purpose of this clause, "Force Majeure" means an event beyond the control of Bidder and not involving Bidder'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.
3. If a Force Majeure situation arises, Bidder shall promptly notify the Medical Superintendent, ESIC Hospital, Tiruppur in writing of such conditions and the cause thereof. Unless otherwise directed by the Medical Superintendent in writing, Bidder 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.

Arbitration:-

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

- a. The work under the contract shall continue, during the Arbitration proceedings.
- b. The award of the Arbitrator shall be final, conclusive and binding on both the parties

Proforma - A

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Undertaking of Physical live demonstration of Fowler bed without wheels

[Bid Number]

As per the bid condition, physical demonstration of the Fowler bed without wheels.....
..... is mandatory and we/I willing to physically demonstrate our product at ESIC Tiruppur Hospital Pooluvapatti – Thirumurugan Poondi Ring Road 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 Fowler bed without wheels required by ESIC

(as per the specification mentioned in the bid)

2. Technically fit person should be available to demonstrate the Fowler bed without wheels

अस्वीकरण/**Disclaimer**

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

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

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

Additional Clause For Comprehensive Maintenance Charges

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

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

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

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

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

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

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

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

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

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

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

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

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

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

Total Cost for evaluation=

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

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

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

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

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

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

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable

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

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

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

13. CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

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

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है / This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने

व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी 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---