

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-08-2025 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-08-2025 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	1
वस्तु श्रेणी /Item Category	Ultrasound Machine (V2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	25 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	200 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
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 *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 बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं 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
विगत प्रदर्शन /Past Performance	80 %
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	100000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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

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

**लाभार्थी /Beneficiary :**

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 80% 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
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**Ultrasound Machine (V2) ( 1 pieces )**

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

[\\* जेम 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	Product Description	Ultrasound Machine
Types of Probes & Features	Applications	Abdomen, Abdominal vascular, Urology, OB/GYN, Neonatal brain, Small parts (breast, thyroid, scrotal, prostate, musculoskeletal)
	<b>Convex Probe</b>	2.5 to 5 MHz ( $\pm 2$ )
	<b>Microconvex probe</b>	4 to 8 MHz ( $\pm 2$ )
	<b>Linear array probe</b>	3 to 12 MHz ( $\pm 2$ )
	<b>TVS Probe</b>	4 to 9 MHz ( $\pm 2$ )
	<b>Cardiac Probe</b>	1 to 5 MHz ( $\pm 2$ )
	<b>Hockey Stick Probe</b>	6 to 13 MHz ( $\pm 2$ )
	<b>Volume Convex Probe</b>	2.5 to 5 MHz ( $\pm 2$ )
	<b>Volume Linear Probe</b>	6 to 18 MHz ( $\pm 2$ )
	<b>Volume TVS Probe</b>	4 to 9 MHz ( $\pm 2$ )
	<b>Endorectal Probe</b>	5 to 9 MHz ( $\pm 2$ )
	<b>E-Breast Elastography technique</b>	Yes
	<b>E-Thyroid Elastography technique</b>	Yes
	<b>Liver Elastography technique</b>	No
	<b>Gel Warmer</b>	Yes
	<b>Dedicated 3-D/4-D</b>	Yes
Scan Modes	B-mode	Yes
	M-mode	Yes
	<b>Contrast harmonic imaging with angio mode</b>	Yes
	Tissue harmonic imaging mode	Yes
	<b>Provision of Harmonic imaging in Linear Probes</b>	Yes
	<b>Color Doppler imaging (CDI)</b>	Yes

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	<b>Color Doppler 3-D/4-D option</b>	Yes
	<b>Power Doppler imaging (PDI)</b>	Yes
	<b>Power Doppler 3-D/4-D option</b>	Yes
	<b>Continuous wave</b>	Yes
	Pulsed wave	Yes
	Duplex mode	Yes
	<b>Triplex mode</b>	Yes
	<b>Tissue Doppler imaging</b>	Yes
	<b>Contrast-enhanced ultrasound (CEUS) option</b>	Yes
	<b>Tissue synchronization, tissue velocity</b>	Yes
	Gain control in two dimensions for additional level of flexibility for image quality control	Yes
	Provision for higher resolution	Real time high frequency 2D
	Probes supplied shall be in latest generation bandwidth	Yes
	<b>Provision for higher sensitivity for low frequency doppler in all probes</b>	Yes
	<b>Number of channels in color doppler system</b>	4000000 or more (if channels are being designated as digital channels)
	<b>Live 3 D imaging in color doppler system</b>	Yes
	<b>Colour Doppler system with all application packages ,Quad loop for serial studies with high frame rate reviews, harmonic imaging capability in all modes and integrated stress echo package digital storage and retrieval</b>	Yes
	Number of grey shades for sharp contrast resolutions in db	256 or more

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	High-definition acoustic zoom provision for enlarging sections of 2D and Colour flow images with more acoustic information for greater clarity and detail while maintaining an optimal frame rate	Yes
	Colour Flow Imaging Option	Yes
	<b>Provision of Tissue Colorization (B-Colour) for improved contrast resolution</b>	Yes
	All application packages should be inbuilt into the system	Yes
	<b>Cine Loop Features</b>	Yes
	Cine Loop Memory in MB	>=100
	<b>Frame grabber facility for post analysis</b>	Yes
	User defined system and application presets for multi-user department	Yes
	<b>Number of transducer/probe ports</b>	4 or More
	<b>System should be capable of generating real time live 3- D images</b>	Yes
	<b>Contrast agent imaging</b>	Yes
	Color Doppler system with all applications package, quad loop for serial studies with high frame rate, harmonic imaging capability in all modes and digital storage and retrieval	Yes
Image Display and Processing	<b>DICOM 3 Compliant</b>	Yes
	Adjustable transmit focus	Yes
	<b>Automated B-mode (2-D) image</b>	Yes
	<b>Automated CDI(Color Doppler Imaging) image optimization</b>	Yes
	<b>Automated PW Doppler image optimization</b>	Yes
	Dynamic receive focus	Yes
	Grayscale levels	256
	Image magnification (zoom)	Yes

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Real-time image	Yes
	Frozen image	Yes
	<b>Touch Screen</b>	Yes
	Monitor shall have high-resolution	Yes
	Provision of Tilt or Swivel monitor should be able to view in all angles and all light conditions	Yes
	Type of Display	LCD/LED
	<b>Monitor display size (inch)</b>	21 or more Or higher
	<b>Split screen</b>	Twin View
	<b>Single/dual monitors</b>	Single
	Depth, cm	?30
	Pre processing	Yes
	Post processing	Yes
	Selectable dynamic range (dB)	>=275
	Spectrum analyzer	Yes
	Digital Image Storage	Yes
	Cine loop playback	Yes
	<b>Max number frames</b>	>=1000
	<b>Digital storage hard drive, GB</b>	>=500
	Speckle-tracking strain and strain rate	Yes
	Exam protocols	Yes
	Digital calipers	Yes
	Exam presets	Yes
	Customizable presets	Yes
	On-screen annotation	Yes
	<b>DVD/CD Writer/ USB</b>	Yes
	Flash Memory	Yes
	USB connector	Yes
	Facility for high definition digital acquisition, review and editing of complete patient studies	Yes
	<b>Type of processor (in PC)</b>	i7 or latest



विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	<b>RAM capacity of PC in GB (hint: In case PC not provided put zero)</b>	? 4
	<b>Processor speed in GHz (PC)</b>	? 3
	<b>Frame Grabber incorporated(PC)</b>	Yes
	<b>Connectivity between USG and PC</b>	Yes
	<b>PC with all software inclusive interfaced with USG machine</b>	Yes
	<b>Laser Color printer provided</b>	Yes
	<b>Inkjet/Thermal printer provided</b>	Yes
	<b>CD/DVD/USB Produced should be playable on any system</b>	Yes
	<b>Glossy Colour Print Paper supplied</b>	NA
	<b>Dicom Interfacability Dicom to PACS</b>	Yes
	<b>Interfacability Dicom to RIS</b>	Yes
	USG sytem supplied should be upgradable to next generation system on site	Yes
Power Requirements	Power input, VAC	220-240VAC, 50Hz fitted with Indian plug
	<b>Resettable over current breaker shall be fitted for protection</b>	Yes
	<b>Power backup</b>	UPS
	<b>Back up time in minutes (minimum)</b>	30.0 (minute)
	<b>Suitable Servo Controlled Stabilizer / CVT should be provided</b>	Yes
Certifications	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
	Availability of valid drug/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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Certification for manufacturing unit	ISO:13485 (Latest)
	Availability of Test Report for each supplied batch/product as per Medical Device Rule (MDR) 2017 as amended till date	Yes
	Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission or along with supplies as per buyer requirement	Yes
	Electrical Safety standards	IEC-60601-1-1 or equivalent BIS
Warranty and Maintenance	<b>Warranty in Years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)</b>	5 Or higher (year)
Miscellaneous Requirements	OEM/Reseller shall ensure uninterrupted availability of all spares, consumables and reagents for atleast 10 years	Yes
	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes
	User/Technical/Maintenance manuals to be provided in English in hard and soft copy	Yes
	Details of equipments and procedures required for local calibration and routine maintenance to be provided and advanced maintenance task documentation also to be furnished	Yes
	Supplier to perform installation, safety and operation checks before handover	Yes
	Training of users in operation and basic maintenance shall be provided	Yes
	Contact details of manufacturer, supplier and local service agent to be provided	Yes
	Certificate of calibration from the manufacturer	Yes

व्यापक रखरखाव / <b>Comprehensive Maintenance</b>	
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

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

#### Additional Specification Parameters - Ultrasound Machine (V2) ( 1 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specificaiton	Technical Specifications (Sl.No. 1 to 125) given under the buyer added bid specific ATC (in 2) shall be final and conclusive. Bidders need to be complied. The same shall supersede all other terms and conditions of the bid.

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

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

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

#### Special terms and conditions-Version:1 effective from 15-04-2024 for category Ultrasound Machine (V2)

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to

ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

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

### 1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to

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

## 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### Technical Specification - Ultrasound Machine

Sl.No.	General	
1	Product Description	Ultrasound Machine
2	Purpose	Ultrasound scanning machine is used to provide images of soft tissues without subjecting patients to ionizing radiation. It intends to primarily for abdominal, obstetric/gynecologic (OB/GYN), small parts, musculoskeletal and vascular imaging
	<b>Types of Probes &amp; Features</b>	
3	Applications	Abdomen, Abdominal vascular, OB/GYN, Small parts, cardiac (ECHO)
4	Convex Probe	2.5 to 5 MHz ( $\pm 2$ )
5	Linear array probe	3 to 12 MHz ( $\pm 2$ )
6	TVS Probe	4 to 9 MHz ( $\pm 2$ )
7	Cardiac Probe	1 to 5 MHz ( $\pm 2$ )
8	Dedicated 3-D/4-D	Yes
9	Scan Modes	Yes
10	B-mode	Yes
11	M-mode	Yes
12	Tissue harmonic imaging mode	Yes

13	Color Doppler imaging (CDI)	Yes
14	Power Doppler imaging (PDI)	Yes
15	Continuous wave	Yes
16	Pulsed wave	Yes
17	Duplex mode	Yes
18	Gain control in two dimensions for additional level of flexibility for image quality control	Yes
19	Provision for higher resolution	Real time high frequency 2D
20	Probes supplied shall be in latest generation bandwidth	Yes
21	Provision for higher sensitivity for low frequency doppler in all probes	Yes
22	Number of channels in color doppler system	4000000 or more (if channels are being designated as digital channels)
23	Colour Doppler system with all application packages ,Quad loop for serial studies with high frame rate reviews, harmonic imaging capability in all modes and integrated stress echo package digital storage and retrieval	Yes
24	Number of grey shades for sharp contrast resolutions in db	256 or more
25	High-definition acoustic zoom provision for enlarging sections of 2D and Colour flow images with more acoustic information for greater clarity and detail while maintaining an optimal frame rate	Yes
26	Colour Flow Imaging Option	Yes

27	Provision of Tissue Colorization (B-Colour) for improved contrast resolution	Yes
28	All application packages should be inbuilt into the system	Yes
29	Cine Loop Features	Yes
30	Cine Loop Memory in MB	>=100
31	Frame grabber facility for post analysis	Yes
32	User defined system and application presets for multi-user department	Yes
33	Number of transducer/probe ports	4 or More
34	System should be capable of generating real time live 3- D images	Yes
35	Contrast agent imaging	Yes
36	Color Doppler system with all applications package, quad loop for serial studies with high frame rate, harmonic imaging capability in all modes and digital storage and retrieval	Yes
	<b>Image Display and Processing</b>	
37	DICOM 3 Compliant	Yes
38	Adjustable transmit focus	Yes
39	Automated B-mode (2-D) image	Yes
40	Automated CDI(Color Doppler Imaging) image optimization	Yes
41	Automated PW Doppler image optimization	Yes
42	Dynamic receive focus	Yes
43	Grayscale levels	256
44	Image magnification (zoom)	Yes

45	Real-time image	Yes
46	Frozen image	Yes
47	Touch Screen	Yes
48	Monitor shall have high-resolution	Yes
49	Provision of Tilt or Swivel monitor should be able to view in all angles and all light conditions	Yes
50	Type of Display	LCD/LED
51	Monitor display size (inch)	21 or more
52	Split screen	Twin View
53	Single/dual monitors	Single
54	Depth, cm	≥30
55	Pre processing	Yes
56	Post processing	Yes
57	Selectable dynamic range (dB)	>=275
58	Spectrum analyzer	Yes
59	Digital Image Storage	Yes
60	Cine loop playback	Yes
61	Max number frames	>=1000
62	Digital storage hard drive, GB	>=500
63	Speckle-tracking strain and strain rate	Yes
64	Exam protocols	Yes
65	Digital calipers	Yes
66	Exam presets	Yes
67	Customizable presets	Yes
68	On-screen annotation	Yes
69	DVD/CD Writer/ USB	Yes



70	Flash Memory	Yes
71	USB connector	Yes
72	Facility for high definition digital acquisition, review and editing of complete patient studies	Yes
73	Type of processor (in PC)	i7 or latest
74	RAM capacity of PC in GB (hint: In case PC not provided put zero)	$\geq 4$
75	Processor speed in GHz (PC)	$\geq 3$
76	Frame Grabber incorporated(PC)	Yes
77	Connectivity between USG and PC	Yes
78	PC with all software inclusive interfaced with USG machine	Yes
79	Laser Color printer provided	Yes
80	Inkjet/Thermal printer provided	Yes
81	CD/DVD/USB Produced should be playable on any system	Yes
82	Glossy Colour Print Paper supplied	NA
83	Dicom Interfacability Dicom to PACS	Yes
84	Interfacability Dicom to RIS	Yes
85	USG system supplied should be upgradable to next generation system on site	Yes
	<b>Power Requirements</b>	
86	Power input, VAC	220-240VAC, 50Hz fitted with Indian plug
87	Resettable over current breaker shall be fitted for protection	Yes
88	Power backup	UPS

89	Back up time in minutes (minimum)	30 minute
90	Suitable Servo Controlled Stabilizer / CVT should be provided	Yes
	<b>Certifications</b>	
91	Compliance to Medical Device Rules (MDR ) 2017 as amended till date	Yes
92	Availability of valid drug/Medical Device li cense for the product issued from the co mpetent authority defined under Drugs an d Cosmetic Act 1940 and Rules made ther e under as amended till date	Yes
93	Valid Drug/Medical Device License Numbe r	Yes
94	Certification for manufacturing unit	ISO essential , CE and FDA – preferable
95	Availability of Test Report for each supplie d batch/product as per Medical Device Ru le (MDR) 2017 as amended till date	Yes
96	Submission of all necessary certifications, licenses and test reports to the buyer at t he time of bid submission or along with s upplies as per buyer requirement	Yes
97	Electrical Safety standards	IEC-60601-1-1 or equivalent BIS
	<b>Warranty and Maintenance</b>	
98	Warranty in Years (Option of comprehensi ve warranty is available through bidding o nly, which if opted will supersede normal warranty in the catalogue)	5 year
	<b>Miscellaneous Requirements</b>	

99	OEM/Reseller shall ensure uninterrupted availability of all spares, consumables and reagents for atleast 10 years	Yes
100	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes
101	User/Technical/Maintenance manuals to be provided in English in hard and soft copy	Yes
102	Details of equipments and procedures required for local calibration and routine maintenance to be provided and advanced maintenance task documentation also to be furnished	Yes
103	Supplier to perform installation, safety and operation checks before handover	Yes
104	Training of users in operation and basic maintenance shall be provided	Yes
105	Contact details of manufacturer, supplier and local service agent to be provided	Yes
106	Certificate of calibration from the manufacturer	Yes
107	Microconvex probe	No
108	Hockey Stick Probe	No
109	Volume Convex Probe	2.5 to 5 MHz ( $\pm 2$ )
110	Volume Linear Probe	No
111	Volume TVS Probe	No
112	Endorectal Probe	No
113	E-Breast Elastography technique	No

114	E-Thyroid Elastography technique	No
115	Liver Elastography technique	No
116	Gel Warmer	No
117	Contrast harmonic imaging with angio mode	No
118	Provision of Harmonic imaging in Linear Probes	No
119	Color Doppler 3-D/4-D option	Yes
120	Power Doppler 3-D/4-D option	No
121	Triplex mode	Yes
122	Tissue Doppler imaging	Yes
123	Contrast-enhanced ultrasound (CEUS) option	No
124	Tissue synchronization, tissue velocity	No
125	Live 3 D imaging in color doppler system	No

**Technical Specifications given above shall be final and conclusive. Bidders need to be complied. The same shall supersede all other terms and conditions of the bid.**

**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 (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 equipment 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 equipment with poor quality/refurbished shall be summarily rejected and the Bidder has to bear the transport charges of rejected items.
6. Bidder should provide software up gradation (wherever applicable) at free of cost.
7. Bidder should provide regular/periodical, preventive maintenance of equipment i.e. minimum Four visits per annum during warranty and comprehensive maintenance contract period and any number of breakdown calls.
8. Bidder should attend breakdown call if any in-person within 24 hours of registration of

f such call during the warranty and comprehensive maintenance contract period.

9. In the event of equipment breakdown, repairs must be completed within five days from the date the complaint is registered during warranty and comprehensive maintenance contract period.
  10. If the repair is not resolved within five days, standby equipment with the same specifications must be provided to ensure uninterrupted service during warranty and comprehensive maintenance contract period.
  11. Bidder should provide complete details of service centre including contact number, email address and name of the service personal.
  12. Service centre should be available within Tiruppur/Coimbatore district.
  13. Bidder should ensure the repair/maintenance of equipment including replacement of equipment/spares/accessories at free of cost during the warranty and comprehensive maintenance contract period.
  14. **For Warranty:** No separate charges will be paid for regular/periodical, preventive maintenance, any breakdown call service rendered during warranty period.
  15. **For CMC:** Bidder should provide regular/periodical, preventive 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.
- 16.** Physical live demonstration of equipment is mandatory. Physical Live Demonstration of the Equipment should be arranged by the Bidders, at own cost, in Tamilnadu/Kerala, preferably near Tiruppur. Request for Online/Video demonstration and for physical demonstration in places other than above, shall not be accepted. The bidder should submit an undertaking in this regard as per **Proforma-A**. Bids received without undertaking for live demonstration of equipment will be summarily rejected.
17. Bidder should submit undertaking certificate as per **Proforma-B** and Integrity Pact as per **Proforma-C** along with bid.
18. Offered product should comply with standards/certifications such as BIS/CDSCO/ ISO etc.
19. Bidders should submit compliance certificate as per GFR-144(xi).
20. **EMD:** Rs.1,00,000/- to be paid in the form of Account payee Demand Draft only in favour of ESIC Fund Account No.1 payable at Tiruppur.

#### **Performance Security**

21. The successful bidder should submit 5% of bid Value of equipment 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.
22. The successful bidder should submit 5% 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.
23. Performance security for equipment 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.
24. Warranty period shall be commenced from the date of final acceptance certificate (FAC) of equipment.
25. 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).
26. 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.

#### **Payment Terms:**

27. **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 & commissioning and observation period.

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

29. The successful bidder should sign a memorandum of understanding with ESIC Tiruppur Hospital for supply, inspection, installation & commissioning, Warranty and CMC of equipment.

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

1. 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.

2. For purpose of this clause, "Force Majeure" means an event beyond the control of contractor and not involving contractor'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, contractor 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, contractor 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**

##### **Undertaking of Physical demonstration of Medical Equipment**

**[Name of the Equipment] [Bid Number]**

As per the bid condition, physical demonstration of the Medical equipment..... is mandatory and we/I ..... willing to physically demonstrate our product at ESIC Tiruppur Hospital Pooluvapatti - Thirumurugan Poondi Ring Road at our own expenses. And we/I understand that our physical demonstration shall not bind the ESIC to purchase the product from us.

Or

As per the bid condition, physical demonstration of the Medical equipment.....  
..... is mandatory and we/I ..... willing for the physically demonstrate our product at Hospital/Lab/Clinic/Institution.....  
....., Tamilnadu/Kerala with the proper permission from the concerned Hospital/Lab/Clinic/Institution at our own expenses. We/I do fully understand that our physical demonstration shall 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 by the equipment required by ESIC  
(as per the specification mentioned in the bid)
2. Technically fit person should be available to demonstrate the equipment

**Proforma - B**

**Undertaking certificate**

[Name of the Equipment] [Bid Number]

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

To

The Medical Superintendent

ESIC Hospital,

Pooluvapatti to Thirumuruganpoondi 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 Proformas and same are acceptable to me/ us and I/ we undertake to comply with them.
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, GFR.
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 [Name of the Equipment] and other accessories (if any) at the appointed place and time and of the desired specification.
5. I/We hereby undertake that my/our firm will provide an uninterrupted service towards repair and maintenance of the [Name of the Equipment] and other accessories (if any) through

throughout the Warranty and CMC period.

6. I/We hereby undertake that there is no vigilance/CBI case or court case pending against my/our firm/agency.
7. It is certified that my/our firm has not been 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 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.
10. I/we hereby undertake that the quoted equipment/products are available currently in the market and shall not become obsolete for next 10 years.
11. I/we hereby undertake that the availability of all Spares/accessories (if any) etc. for complete lifespan of the equipment or 10 years (whichever is more).
12. I/we hereby certified that any software up gradation (wherever applicable) should be provided for free of cost.

(Signature of Bidder)

Name and Address, Seal of the Bidder

#### **Proforma - C**

#### **INTEGRITY PACT**

(TO BE TYPED ON BIDDER'S LETTER HEAD)

#### **To**

The Medical Superintendent  
ESIC Hospital,  
Thirumurugan Poondi to Pooluvapatti Ring Road,  
Tiruppur - 641603.

**Subject:** Procurement of 01 number of Ultrasound Machine to ESIC Hospital, Tiruppur.

#### **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 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 \_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 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 trans

actions, 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.

- I. 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 at 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

## 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 10% 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---**