

Bid Corrigendum

GEM/2025/B/6305507-C1

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer uploaded ATC document [Click here to view the file.](#)
2. Buyer Added text based ATC clauses
 1. If there is any contradiction in **technical specification** given under GeM Bid & ATC, technical specifications uploaded by the buyer in the buyer Uploaded ATC document, specific **ATC Annexure (I)** are overriding effect in technical specification given under the GeM Category specification in GeM Bid.
 2. Bidder should submit the **undertaking** on letter head of bidder with sign and stamp. As per Format attached in **Annexure (II)** in buyer uploaded ATC document.
 3. Bidder should submit the **lowest rate certificate** mentioned in the bid on letter head of bidder with sign and stamp. As per Format attached in **Annexure (III)** in buyer uploaded ATC document.
 4. Bidder should submit **Technical Support & Services Certificate** mentioned in the bid on letter head of bidder with sign and stamp. As per Format attached in **Annexure (IV)** in buyer uploaded ATC document.
 5. Bidder should submit **Bidder Financial Standing format** mentioned in the bid on letter head of bidder with sign and stamp. As per Format attached in **Annexure (V)** in buyer uploaded ATC document.
 6. Bidder should submit **Bid Security Declaration Certificate** mentioned in the bid on letter head of bidder with sign and stamp. As per Format attached In **Annexure (VI)** in buyer uploaded ATC document.
 7. Bidder should submit the **Undertaking of warranty and Comprehensive Maintenance Contract (CMC)** on letter head of bidder with sign and stamp. As per Format attached in **Annexure (VII)** in buyer uploaded ATC document.
 8. Bidder should submit the Declaration of Compliance of Rule 144 (xi) of GFR 2017 (**Land Border Undertaking**) on letter head of bidder with sign and stamp. As per Format attached In **Annexure (VIII)** in buyer uploaded ATC document.
 9. Before completion of warranty period, **CMC agreement** attached with this bid in buyer uploaded ATC document under **Annexure (IX)** needs to be signed by the seller mandatorily.
 10. Bidder should submit the **Quality certificate** mentioned in the bid on letter head of bidder with sign and stamp. As per Format attached in **Annexure (X)** in buyer uploaded ATC document.
 11. Bidder should submit the **OEM Authorization Certificate** as mentioned in the bid on letter head of bidder with sign and stamp. As per Format attached in **Annexure (XI)** in buyer uploaded ATC document.
 12. Bidder should submit the **Undertaking Regarding Non-Obsolescence of Product** as mentioned in the bid on letter head of bidder with sign and stamp. As per Format attached in **Annexure (XII)** in buyer uploaded ATC document.
 13. **PRE CONTRACT INTEGRITY PACT** - (To be printed on letterhead of the bidder, signed on each page and to be submitted as part of Technical Bid) As per format attached in **Annexure XIII** in buyer uploaded ATC document.

14. Bidder should submit **checklist** of document as per Format attached in- **Annexure (XIV)** on letter head of bidder with sign and stamp.

15. The **Portable Ultrasound Machine** required to be installed at remote/ field locations in Hospital, OEM will provide prompt Installation, user training, service anywhere in Hospital as and when required.

16. The Medical Superintendent, ESIC Hospital, Bibvewadi, Pune reserves the right to cancel the bid at any stage without assigning any reason.

17. Common IP Addresses:

Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

18. The Seller/OEM shall ensure that the machine is rectified and made operational within **three (03) days** of receiving intimation of any malfunction or defect **during warranty period**. Failure to comply will invoke the penalty clause as specified in the Terms and Conditions. In the event that repair or rectification is expected to exceed the stipulated three (03) days, the Seller/OEM shall, at their own **cost and risk**, provide **similar standby equipment** to ensure uninterrupted operations until the original machine is fully functional.

19. **Live Demonstration Clause** for Quoted Model: Bidders must demo the quoted model at ESIC Hospital, Pune within 7 days of email. Demo is mandatory **only for Pre-Eligible bidders as a part of technical bid**. No exemption & Extension, All demo costs borne by bidder.

3. Scope of supply includes Training: Number of employees to be trained
3
, Place for Training
ESIC Hospital Bibvewadi, Pune
and Duration of training
3
days.
4. **Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
5. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
6. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
7. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
8. Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
9. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
10. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification

done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

11. 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
12. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
13. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
14. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
ESI Fund Account No. 1
payable at
Pune
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
15. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of
ESI Fund Account No. 1
payable at
Pune
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
16. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of
ESI Fund Account No. 1
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

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.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)