

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687748220684

अनुबंध तिथि | Generated Date : 10-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4344263](#)

अनुसूची नाम | Schedule Name: Schedule 75

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details				
प्ररूप   Type :	Central Government	पद   Designation :	Store Manager			
मंत्रालय   Ministry :	Ministry of Labour and Employment	संपर्क नंबर   Contact No. :	0462-2502199-			
विभाग   Department :	Employees State Insuarncce Corporation	ईमेल आईडी   Email ID :	thirusenthil.murugan@esic.nic.in			
संगठन का नाम   Organisation Name :	Employees State Insurance Corporation	जीएसटीआईएन   GSTIN :	33MRIE00532A1DO			
कार्यालय क्षेत्र   Office Zone:	ESIC HOSPITAL TIRUNELVELI	पता   Address :	ESIC HOSPITAL SALAI STREET VANNARAPETTAI TIRUNELVELI, TIRUNELVELI, TAMIL NADU-627003, India			
वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details				
आईएफडी सहमति   IFD Concurrence :	No	Role:	PAO			
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval:	Medical Superintendent	भुगतान का तरीका   Payment Mode:	Offline			
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :	Deputy Director	पद   Designation :	pay1			
		ईमेल आईडी   Email ID :	g.rajasekar@esic.nic.in			
		जीएसटीआईएन   GSTIN :	-			
			ESIC HOSPITAL, SALAI STREET , VANNARAPETTAI, TIRUNELVELI, THIRUNELVELI, TAMIL NADU-627003, India			
विक्रेता विवरण   Seller Details						
जेम विक्रेता आईडी   GeM Seller ID :	0689190000865626					
कंपनी का नाम   Company Name :	BIO DIAGNOSIS					
संपर्क नंबर   Contact No. :	04424837645					
ईमेल आईडी   Email ID :	biodiagnosis@gmail.com					
पता   Address :	84/58,BIO HOUSE,8TH CROSS STREET TRUSTPURAM,KODAMBAKKAM, Chennai, TAMIL NADU-600024, -					
एमआईआई स्थिति   MII Status :	True					
एमएसएमई सत्यापित   MSME verified :	No					
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-TN-02-0059630					
एमएसई सामाजिक श्रेणी   MSE Social Category :	General					
एमएसई लिंग श्रेणी   MSE Gender :	Male					
जीएसटीआईएन   GSTIN:	33AAGPS1957A1ZY (R)					
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Consignee						
वितरण निर्देश   Delivery Instructions : NA						
उत्पाद विवरण   Product Details						
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : SULPHO SALICYLIC ACID 125ml pack ब्रांड   Brand : NICE ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: 125ML एचएसएन कोड   HSN Code: 38220019	1	number	170	NA	170
कुल ऑर्डर मूल्य   Total Order Value (in INR)						170
परेषिती विवरण   Consignee Detail						
क्र.सं.   S.No	परेषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By



s/ kits/ consumables on Rate Contract basis for a period of two years.

mand Draft only drawing in favour of ESIC Fund A/ C. No.1, payable at Tirunelveli.

\*only successful bidders have to submit the Security deposit.

3. The bidders are required to submit soft copies of their bids electronically on the GeM portal only.

4. The tender document can be downloaded from [www.esic.nic.in](http://www.esic.nic.in) and [www.gem.gov.in](http://www.gem.gov.in) the original copy of tender duly completed and signed on each page, should be scanned and uploaded in the e-tender format.

5. Bidders are requested that, before quoting their rates or filling tender, the tender form (corrigendum if any) may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error/oversight of his own. Firms intending to participate in the tender should first ensure that they fulfill all the eligibility criteria as prescribed under the terms and conditions mentioned herein before, otherwise the tender will be summarily rejected.

6. The Medical Superintendent, ESIC hospital, Vannarpettai, Tirunelveli - 627 003 reserves the right to ignore / reject any bid, which fails to comply with this tender general terms & conditions, is reserved.

7. Any suggestion/representation for amendment to the bid document must be received one day prior to the pre-bid meeting through email and hard copy of the same must be received on or before the date of pre-bid meeting failing which the representation/suggestion may not be considered.

8. The Medical Superintendent, ESIC hospital, Vannarpettai, Tirunelveli - 627 003 reserves the right to accept or reject any bid or all without assigning any reason(s) thereof.

**9.Item name with approximate annual requirement:**

Sl.No.	Name of the Item	Approximate One year Requirement with reference to the pack size	Unit (ml /litre /gm /mg m /number etc
1	BIOCHEMISTRY INTERNAL QUALITY CONTROL LEVEL 1	1	numbers
2	BIOCHEMISTRY INTERNAL QUALITY CONTROL LEVEL 2	1	numbers
3	CLINICAL CHEMISTRY EXTERNAL QUALITY CONTROL (EQAS)	1	numbers
4	3.8% TRI SODIUM CITRATE SOLUTION	6	numbers
5	TPHA TEST KIT/CARD	100	numbers
6	GLASS MARKING PENCIL	6	numbers
7	PERMANENT GLASS MARKING PENCIL	3	numbers
8	CD MARKER PEN	12	numbers
9	ACETONE	4	numbers
10	ABSOLUTE ALCOHOL AR	5	numbers
11	ISOPROPYL ALCOHOL AR	5	numbers
12	OIL FOR MICROSCOPY	10	numbers
13	DIETHYL ETHER	1	numbers
14	Ph INDICATOR PAPER, PH 2 TO 10.5	1	numbers
15	WHATMAN FILTER PAPER - 110 MM	5	numbers
16	ROTHERAS POWDER	20	numbers
17	SODIUM HYPO CHLORITE (4%)	30	numbers
18	EHRlich'S REAGENT	2	numbers
19	MANTOUX PPD 5TU	10	numbers
20	RETICULOCTE COUNTING FLUID	1	numbers
21	WIDAL SLIDE METHOD KIT	25	numbers
22	MICROSLIDES WITH POLISHED EDGES (PLAIN)	150	numbers
23	DISPOSABLE ESR PIPETTE	7500	numbers
24	URINE STRIPS - SUGAR AND ALBUMIN	20000	numbers
25	URINE STRIPS - SUGAR, ALBUMIN, PH AND SPEC	100	numbers

	IFIC GRAVITY		
26	Urine strips 12 parameters (leucocyte, Urobilino gen, Micro albumin, Protein, Bilirubin, Glucose, Ascorbic acid, Specific gravity, Ketone bodies, Ni trite, Creatinine, pH, Blood and Calcium)	100	numbers
27	PLASTIC URINE CENTRIFUGE TUBE	250	numbers
28	URINE CONTAINER UNSTERILE	25000	numbers
29	URINE CONTAINER STERILE	500	numbers
30	SAMPLE CUPS (HITACHI CUPS)	2500	numbers
31	MICRO TIPS 100 - 1000 µl (BLUE)	2500	numbers
32	MICRO TIPS 10 - 100 µl (YELLOW)	10000	numbers
33	MICRO PIPETTE VARIABLE VOL 100 - 1000 µl	1	numbers
34	MICRO PIPETTE VARIABLE VOL 10 - 100 µl	1	numbers
35	MICRO PIPETTE FIXED VOL 1000 µl	1	numbers
36	MICRO PIPETTE FIXED VOL 100 µl	1	numbers
37	MICRO PIPETTE FIXED VOL 50 µl	1	numbers
38	PT REAGENT	100	numbers
39	APTT REAGENT	50	numbers
40	CACL2 solution for APTT test	25	numbers
41	NON VACCUM K3 OR K2 EDTA TUBE 2 ML (LAVE NDER)	25000	numbers
42	NON VACCUM CLOT ACTIVATOR TUBE 4 ML (RE D)	5000	numbers
43	YELLOW CLOT ACTIVATOR TUBE WITH NON VAC CUM GEL 4 ML (YELLOW)	25000	numbers
44	NON VACCUM SODIUM FLUORIDE TUBE 2 ML (GREY)	12500	numbers
45	NON VACCUM SODIUM CITRATE TUBE 2 ML (BL UE)	10000	numbers
46	LABELS (4 CM X 1.5 CM)	250	numbers
47	PLASTIC WASH BOTTLES	2	numbers
48	PLASTIC STAINING DROPPER BOTTLES	2	numbers
49	STAINLESS STEEL BLENDED ENDS FORCEPS SMA LL	2	numbers
50	STAINLESS STEEL BLENDED END FORCEPS MEDI UM SIZE	5	numbers
51	STAINLESS STEEL BLENDED ENDS FORCEPS LAR GE	2	numbers
52	GLASS RODS FOR STAINING	6	numbers
53	TIMER WITH ALARM	1	numbers
54	DRABKINS SOLUTION 1 LITRE	10	numbers
55	BLOOD GROUPING KIT ABO	40	numbers
56	ANTI A1 LECTIN	20	numbers
57	FOUCHETS REAGENT	4	numbers
58	GLASS TEST TUBES (1.2 X 7.5 CM)	5	numbers
59	GLASS TEST TUBES (1.2 X 15 CM)	2	numbers
60	GLASS TEST TUBES (1.2 X 10 CM)	5	numbers
61	GLASS TEST TUBES (2 X 15 CM)	1	numbers
62	PLASTIC TEST TUBE (1.2 X 7.5 CM)	20	numbers

63	LEISHMANS STAIN WITH BUFFER	20	numbers
64	10% BARRIUM CHLORIDE SOLUTION	4	numbers
65	MICROSCOPIC COVER GLASS 10GM 22 X 22 MM	375	numbers
66	MICRO CENTRIFUGE TUBE (EPPENDORF TUBE)	5000	numbers
67	ASO LATEX AGGLUTINATION TEST KIT	1000	numbers
68	MICROTAINER TUBE WITH CLOT ACTIVATOR (RED)	1500	numbers
69	MICROTAINER TUBE WITH K2 OR K3 EDTA (LAVENDAR).	1500	numbers
70	TOURNIQUET (PAEDIATRIC - ELASTIC) Buckle type	10	numbers
71	TOURNIQUET (BLACK VELCROW)	50	numbers
72	TOURNIQUET (RUBBER TUBE)	50	numbers
73	TEST TUBE BRUSH (SMALL)	10	numbers
74	DISH WASHING SOLUTION	15	numbers
75	3% SULPHO SALICYLIC ACID	10	numbers
76	BENEDICTS REAGENT	1	numbers
77	SULPHUR POWDER	1	numbers
78	LIQUOR AMMONIA	5	numbers
79	TROPONIN I CARD	1000	numbers
80	CRP LATEX AGGLUTINATION TEST KIT	3500	numbers
81	RA LATEX AGGLUTINATION TEST KIT	750	numbers
82	MALARIAL PARASITE TEST KIT/CARD	750	numbers
83	URINE PREGNANCY TEST CARD	1500	numbers
84	HIV RAPID CARD	6000	numbers
85	HBsAg RAPID CARD TEST	5000	numbers
86	HCV RAPID CARD TEST	6000	numbers
87	SYPHILIS RAPID CARD TEST	6000	numbers
88	DENGUE NS1 AG + DENGUE IgG & IgM RAPID CARD TEST	1500	numbers
89	EOSIN YELLOW SOLUTION	10	numbers
90	HAEMATOXYLIN STAIN SOLUTION	10	numbers
91	XYLENE	2	numbers
92	DPX	5	numbers
93	LONG COVER GLASS	100	numbers
94	ETHANOL	10	numbers
95	LUGOLS IODINE	2	numbers
96	HIV TRI DOT	100	numbers
97	BLOOD GLUCOSE TEST STRIPS	20000	numbers
98	ANTI D	20	numbers
99	ESR STAND	2	numbers
100	SULPHUR POWDER	1	numbers
101	STOOL OCCULT BLOOD CARD	8	numbers
102	HYDROCHLORIC ACID	1	numbers
103	TYPHI DOT	50	numbers
104	PT CUVETTE RACKS AND BALLS FOR THROMBOTAT 2/CL4	3	numbers

105	TISSUE PAPER	25	numbers
106	TILE FOR PERFORMING BLOOD GROUPING	4	numbers
107	PERMANENT MARKER	50	numbers
108	POWDER FREE UNSTERILE EXAMINATION GLOVES SIZE :6.5	500	numbers
109	GIEMSA STAIN	1	numbers
110	RAPID PLASMA REAGIN KIT	8	numbers
111	HCV TRI DOT	50	numbers
112	MICRO FILARIA RAPID TEST CARD	50	numbers
113	PAP STAINING KIT	2	numbers
114	COPLIN JAR	5	numbers
115	SLIDE TRAY	5	numbers
116	WBC DILUTING FLUID	1	numbers
117	MEASURING JAR GLASS 0 TO 100ML	1	numbers
118	MEASURING JAR GLASS 0 TO 1000ML	1	numbers
119	DIGITAL ELECTRONIC ANALYTICAL BALANCE	1	numbers
120	DIGITAL THERMOMETER	1	numbers
121	BEAKER PLASTIC	2	numbers
122	BEAKER GLASS	2	numbers
123	GLASS PIPETTE - 10 ml	2	numbers
124	PIPETTE STAND	2	numbers
125	TUBE HOLDER	2	numbers
126	MAGNIFICATION LENS	2	numbers

#### **10. Pre Qualification Criteria**

- a. The bidder must be a Manufacturer (OEM) / Authorized distributor / Authorized dealer/ supplier of quoted item.**
- b. The bidder must be registered under GST, Income tax etc.**
- c. The bidder should have two years' experience in supply of quoted items.**
- d. The bidder should have average annual turnover of Rs.20 lakhs in the last three financial years to be certified by a chartered accountant.**
- e. The bidder who has been derecognized/ debarred / blacklisted either by the tender inviting authority or any by state government or central government organization is not eligible to participate in the bid during the period of blacklisting.**

#### **11. Pre-Bid Meeting:**

Pre-bid meeting with the prospective bidders shall be held at ESIC Hospital, Tirunelveli as per the schedule date and time mentioned in the document. All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting.

#### **12. Submission of samples for Technical evaluation:**

- a. Documents wise qualified bidders are called for submission of sample for technical evaluation. In this regard a separate email communication shall be sent to the bidders.**
- b. For branded items (mentioned at specification document sl.no.1, 2, 3, 18, 19, 20, 21, 24, 38, 39, 40, 57, 63, 65, 67, 75, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 101, 104, 110 & 116) there is no need for submission of samples.**
- c. For Non branded items, bidders should submit samples of quoted items at their own cost for technical evaluation to ESIC Hospital, Salai street, Vannarpettai, Tirunelveli - 627003 on the specified date and time to be informed through e-mail.**

**d. Received samples has to be tested/evaluated at laboratory, ESIC Hospital, Tirunelveli. Interested bidder/representative can participate in the evaluation.**

**e. Technical acceptance/rejection of the Non branded items shall be done based on test/evaluation report of the samples submitted by the bidder. Technical Evaluation committee will/can take decision regarding selection/non selection of the quoted item after Technical documents evaluation, sample evaluation/demonstration of quoted item.**

**f. Non submission of sample & demonstration will form the ground for non-acceptance of the bid. The bidder, who fails to provide samples for technical evaluation shall not be considered for next level of bidding.**

**g. After finalization of the tender, the sample of unapproved firms must be removed at their own cost from the hospital premises within 15 days from the date of decision/finalization, failing which the hospital will not be held responsible for unclaimed samples.**

**h. The bidders, who are qualifying in the technical evaluation alone shall be considered for the next level of bidding.(i.e.financial bid).**

**13. Price Bid:**

- a. Item wise evaluation should be carried out in the tender.**
- b. Bidders should quote the unit price as per the pack size mentioned in the BOQ/specification document for the quoted items without GST.**
- c. Tax as applicable shall be paid with claims.**
- d. Subject to satisfaction of all terms and conditions of this tender, contract shall be awarded to the L1 bidder. If more than one bidder quotes the L1, as per guidelines in GeM portal, the buyer shall have two options for placement of contract.**
  - i. Placement of Algorithm runs by GeM system (or)**
  - ii. Placement of contract on any one of the bidders who are quoted L1 based on any criteria as deemed fit by the buyer with appropriate internal approvals.**

**14. Formation of Rate Contract:**

Based on the unit price quoted in the bid, a formal rate contract shall be entered into with the successful bidder.

**15. Period of Contract:**The contract shall be initially valid for two years from the date of signing of agreement and shall be extendable for one more year by the Medical Superintendent on the same rate and terms & conditions on mutual consent subject to satisfactory performance of the contractor during the initial period contract. The Medical Superintendent reserves the right to terminate the contract at any stage, if the supplies and or services are found unsatisfactory.

**16. Revision of Rates:**

There should not be any revision of rates during the contract period unless anything is statutorily liable / imposed and duly notified by the Government.

**17. Supply of goods:**

- a. The Chemicals/ reagents/ kits/ consumables should not have passed more than 1/3 of its shelf life at the time supply.**
- b. The Chemicals/reagents/ kits/ consumables are to be delivered to the hospital on Freight on Road (F.O.R) destination basis. The Chemicals/reagents/kits/consumables are required to be supplied at priority against the Supply order to avoid the stock out.**
- c. The delivery should be done to the place shown by the receiving officer within the premises of the ESIC Hospital, Vannarpettai, Tirunelveli at the cost of the supplier/bidder.**
- d. The bidder has to provide continuous uninterrupted supply of Chemicals/ reagents/ kits/ consumables to prevent stoppage of services throughout the contract period/extension of contract period.**
- e. If any Chemicals/ reagents/ kits/ consumables supplied by the firm found as substandard the particular lot should be replaced by the firm at their cost.**
- f. Three numbers of Glucometers should be provided at free of cost on placement of purchase order for every 1000 Blood glucose test strips.**

**18. Delivery period:** Delivery period will be 3 weeks from date of dispatch of supply order

**19.** Contractor shall not sublet, transfer or assign the contract or any part thereof without the permission of Medical Superintendent, ESIC hospital, Tirunelveli.

**20.** Breach of any terms and conditions of the bid attracts penalty by way of forfeiture of EMD or Security deposit.

**21.** Any medico legal issue arising during the empanelment will be the responsibility of the empaneled centre.

**22.** Medical Superintendent, ESIC Hospital, Tirunelveli has full power to cancel the contract between the contract tenure.

**23. Security Deposit:**

- a. The successful bidder shall have to submit Security deposit of Rs.10,000/- in the form of a demand draft only for the due compliance & fulfillment of the terms and condition of the contract.
- b. Demand Draft should be drawn in favour of ESIC FUND A/c. No.1 payable at Tirunelveli.
- c. The Security deposit shall be valid for the duration of the contract period 2 year plus 2 months totally 26 months. In case of extension of the contract on mutual consent the security deposit shall be extended.
- d. On due performance and successful completion of the contract obligations as well as satisfactory performance report from user, the security deposit shall be returned/refunded without any interest.
- e. On unsatisfactory performance or violation of terms and conditions of the contract, will make the contractor liable for forfeiture of Security deposit. The decision of competent authority will be final in this count.

**24. Payment Terms:**

- a) The payment towards supply Chemicals/reagents/kits/consumables is subject to receipt of inspection note/physical verification to the effect that the items supplied are conforming to the supply order placed.
- b) Part supply of consumables should be avoided as far as possible. Till full supply, no payments will be made.
- c) Bills for the supplies should be submitted by the successful bidder in their name along with the supplies. The bills shall be raised in the name of successful bidder only. The stamped pre-receipted bill in triplicate in the name of Medical Superintendent, ESIC hospital, Vannarpettai, Tirunelveli - 627 003 shall be submitted to the hospital along with a copy of the receipt showing delivery of goods ordered, obtained from him. Purchase order number & date shall appear in all correspondence, delivery challans and invoices.
- d) The payment shall be made through electronic mode only (RTGS/NEFT). Hence bank details to be submitted along with the bills. (Bank, Branch, A/c No., IFSC & MICR)
- e) In normal case, payment shall be made within 30 days from the date of receipt of goods and invoice.

**25. Penalty Terms:**

- a. Delivery should be completed within 21 days from the date of dispatch of supply order.
- b. If the successful bidder fails to execute the supply within the stipulated period, penalty of 2 % of the value of purchase order per week or a part of the week for delayed supply will be levied.
- c. In case of unsatisfactory performance EMD/Security deposit will be forfeited.

**26. 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, Tirunelveli who shall proceed as per the Arbitration Act, 1996 (as amended as rules framed there under) Jurisdiction of Tirunelveli.

- 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.

**27. Force Majeure Clause.**

- a. The contractor shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b. For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, q



uarantine restrictions and freight embargoes.

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

29. Documents to be uploaded by the bidder

- i. In case of manufacturer - manufacturing license.
- ii. In case of Distributor / Dealer / Supplier - manufacturing license along with authorization letter from the original equipment manufacturer (OEM)/Manufacturer.
- iii. Firm / company registration certificate
- iv. Experience for 2 financial years for Supply of Laboratory Chemicals/ reagents/ kits/ consumables - Copies of work order, satisfactory certificates shall have to be furnished.
- v. Annual Turnover - CA audited balance sheet for last 3 financial years.
- vi. Company Profile - as per Annexure-A
- vii. Undertaking - as per Annexure-B
- viii. Integrity Pact - as per Annexure-C

Annexure - A

#### COMPANY PROFILE

-

1. Name and address of bidder/firm with Telephone No:
2. Valid e-mail address:
3. Valid Trade License No.:  
Valid Up-to:
4. Valid Authorization Certificate:  
Valid Up-to:
5. GST No.:
6. TIN No.:
7. PAN No.:
8. Name and address of Bank:
  - (a) Branch:
  - (b) Account No.:
  - (c) IFSC:
  - (d) MICR:
9. Any other information:
10. Declaration by the bidder

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

(SIGNATURE OF THE TENDERER)

(OFFICE SEAL)

Undertaking

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

To  
The Medical Superintendent,  
ESIC Hospital, Vannarpettai,  
Tirunelveli - 627 003.

Respected Sir,

1. The undersigned certifies that I/we have gone through the terms and conditions mentioned in the tender document including annexures & same are acceptable to me/us and I/we undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of two years from date of finalizing of the tender and extendable for one more year.
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/Banker's Cheque in favour of ESIC Fund Account No.1, payable @ Tirunelveli is enclosed herewith and shall remain in custody of the Medical Superintendent, ESIC hospital, Tirunelveli as per terms and conditions.
4. I/We give the rights to Medical Superintendent, ESIC Hospital, Tirunelveli 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 laboratory Chemicals/reagents/kits/consumables at the appointed place and time and of the desired specification.
5. I/We give an undertaking to the Medical Superintendent, ESIC Hospital, Tirunelveli that I/We shall provide an uninterrupted supply of laboratory Chemicals/reagents/kits/consumables throughout the contract period and extension period of contract.
6. I/We hereby certified that there is no vigilance/CBI case or court case pending against my/our firm.
7. I/We hereby 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.
8. On Inspection if any article is found not as per supply order, it shall be replaced by me/us in time as asked for, to prevent any inconvenience, at my/our own expenses.
9. I/we hereby undertake to supply the items as per directions given in supply order within the stipulated period.
10. I/We undertake that my/our firm is having experience in supply of laboratory Chemicals/reagents/kits/consumables for last two (02) or more years.
11. I/we understand that the Medical Superintendent, ESIC Hospital Tirunelveli, has the right to accept or reject any or all the bids in part or full without assigning any reasons(s) thereof.

Date:  
Place:

Signature of the Bidder:  
Full Name:  
Designation:  
Address:  
(Office of the bidder)

Annexure-C

## INTEGRITY PACT

(TO BE TYPED ON BIDDER'S LETTER HEAD)

To  
The Medical Superintendent  
ESIC Hospital,  
Vannarpettai,  
Tirunelveli.

Subject: Supply of Laboratory Chemicals/reagents/kits/consumables on Rate Contract basis for a period of two years to ESIC Hospital, Vannarpettai, Tirunelveli - 627 003.

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 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 without 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 without 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 without 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 without 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, without 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 without payment of any compensation to the Bidder.
- j. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- k. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- l. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

**9.2** The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

## **10. Fall Clause**

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems 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. Tirunelveli, Tamilnadu or as decided by the BUYER.

## **13. Other Legal Actions**

The actions stipulated in this Integrity Pact are without 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 turnout 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, TIRUNELVELI(1<sup>st</sup>Party)

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

Witness

Witness

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.