

Bid Corrigendum

GEM/2025/B/6973075-C7

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. **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. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
4. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
5. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
6. 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.
7. 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.
8. **IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
9. Bidders can also submit the EMD with Account Payee Demand Draft in favour of ESI Fund Account No. 2 payable at Bihta
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.
10. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C ESI Fund Account No. 2
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 EMD, the FDR will be released in the favour of the bidder by the Buyer after

making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

11. Bidders can also submit the EMD with Banker's Cheque in favour of ESI Fund Account No. 2 payable at Bihta

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

12. 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. 2 payable at Bihta

. 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.

13. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
14. 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.
15. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
16. Buyer uploaded ATC document [Click here to view the file.](#)
17. Buyer Added text based ATC clauses

Technical Specification:

Console

- Console must have an inbuilt user-friendly interactive/informative menu and illustrative help guide.
- Important parameters should be adjustable from touch screen panel and the multifunction foot switch.
- Should be able to connect multiple handpieces simultaneously, including Debrider handpieces (up to 7500 or more RPM in Oscillating mode & 30000 or more RPM in Forward mode), Otologic drills (up to 75000 or more RPM), and Stapedectomy Drill (up to 16000 or more RPM).
- Console should recognize various and multiple handpieces and automatically adjust settings accordingly.
- Should have two inbuilt pumps for Irrigation (0 Cc / Min to 100 Cc / Min) and Cooling.
- Should have a multifunction ergonomically designed foot control with light emission for easy identification.
- Should be able to control Speed / Mode, Forward / Reverse toggle, and active handpiece change from the Foot control itself.
- Should have an emergency hand switch option to work without a foot pedal in case of foot switch failure.
- Should have provision to connect a facial nerve monitor with the Otologic drill.
- Should have clamps to fit into an IV pole for OT space management.
- Should be USFDA/CEA/any equivalent Indian certification approved.
- Console must have a manual switch to operate motor in case of emergency such as footswitch failure.

Otology Drill

- Drill handpiece should be ergonomically designed and easy to hold while operating.
- Drill must be useful for lateral skull base as well as trans-nasal skull base procedures.
- The system should have an electric motor with a maximum stall torque more than 42 mNm.
- Motor should run up to a maximum speed of 75,000 or more RPM.
- Weight of the drill handpiece should not be more than 90 grams and length should be less than 11 cm with a diameter not exceeding 1.70 cm.
- Handpiece should have a quick release and lock system for tools and attachment.
- The handpiece should be provided with one straight and one angled attachment.
- The handpiece should be compatible with trans nasal skull base burs which should be directly attached to the motor.
- Drill must be provided with a variety of cutting and diamond burs as 6 mm, 5mm, 4mm, 3 mm, 2 mm, 1 mm, 0.5 mm, 0.6 mm 0.7 mm cutting and diamond accordingly 5 set of each
- Drill must have an option of variable length of straight and angled attachment.
- Must have an option to connect irrigation tubing which can be programmed to provide intermittent or continuous irrigation.

Lightweight Stapedectomy Drill System

- Handpiece must be lightweight, should weigh not more than 2 oz.
- Should be 17cm length and 1.6 cm diameter
- It must operate on variable speed from 1000 to 16000 RPM or more.
- The shaft must be angled at 15 degrees from the plane of the handpiece for better visualization of the operative field.
- Have compatible reusable burrs must be colour coded as per the diameter size for easy recognition
- Have the cutting burs and diamond burs must have different colour coding for easy recognition.
- To be provided with diamond carbide Burs of size 0.6, 0.7, 0.8, 1, 1.4, 1.8 mm 5 set of each
- Crura Saw burr must be compatible with the stapes drill.
- It should have a simple press knob for easy locking/unlocking of the burr.
- It should have easy connection to console

Microdebrider Handpiece

- Able to work up to the speed of 30000 or more RPM in forward rotation and 7500 RPM or more in oscillation mode.
- Should have fingertip control for intraoperative blade tip rotation up to 360 degrees.
- Should have straight suction path to reduce clogging and allow efficient tissue removal.
- Should have a finer blade locking system to lock the blade tip rotation.
- Should have integrated side grooves and cable clips to provide better tubing management.
- Should have a Titanium body to avoid rusting.
- Micro-debrider Blade should come with 0, 12, 40, 60, 90, 120-degree and laryngeal blades true cut and skimmer.

The specifications mentioned in the ATC will supersede the specifications selected in the product BID on GEM.

Golden parameters alone should not be considered for technical evaluation. Technical evaluation is done on the basis of BOQ/ATC compliance.

Supply Items: Following items are to be supplied :-

Equipment: 1 quantity of Micromotor Drill and Debrider

Parts of Equipment:

SL NO	ITEM NAME	Quantity
1	Console with power cable	01
2	Foot Pedal	01
3	Drill	01
4	Drill Straight Attachment	01
5	Drill Angled Attachment	01
6	Microdebrider	01
7	SKEETER (Stapedectomy Drill)	01

Consumable

- **cutting and diamond burs 5 set of each as under:**
- **Cutting Burr 6,5,4,3,2,1,0.5mm**

- Diamond Burr 6,5,4,3,2,1,0.6mm
- Diamond carbide skeeter Burs of size 0.6, 0.7, 0.8,1,1.4,1.8 mm 5 set of each
- Microdebrider Blade with 0,12, 40, 60, 90, 120-degree and laryngeal blades true cut and skimmer 2 packet of each

Additional Terms and Conditions and Eligibility criteria

Warranty of required product: 05 years

Note:

- The stores supplied shall be warranted against defective material and workmanship for a period of 60 months.
- Warranty from the date of installation against any manufacturing defect / workmanship.

Comprehensive Maintenance Duration (Post Warranty): 05 years

Software: There should be provision for free of cost software up gradation (wherever applicable) and calibration.

Demonstration: The demonstration shall be taken from all bidders who have met the pre-qualification criteria. The bidder has to undergo physical technical demonstration of their quoted product at this institute in Bihta, Patna. Cost of demonstration should be borne by the bidder. Bidder must provide a live physical demo during the technical evaluation. The date and time will be intimated to the bidder in due course. The Confirmation mail must be sent to dean-bihta.bh@esic.nic.in with a contact number. Failing bidders may be disqualified in the technical evaluation of the bid. The product which has been cleared with the satisfactory report during the demonstration by the authorities of the hospital, alone shall be eligible for the next stage of a bid.

Installation process should be performed by OEM trained service engineer / service representative on OEM's letter head / service report with mandatory provision of providing preventive service visit of OEM trained service engineer/service representative.

Estimated Cost:- 45,00,000/- (Including CMC).

L1 will be decided based on cost of equipment, parts and consumables mentioned above along with CMC amount for 5 years.

CMC charges shall be quoted by the bidder within range of 3 to 10% of cost of equipment. The CMC rate will be considered for L1.

Experience: 3 years (Contract/Work Order **along with** Invoice/CRAC/Work completion certificate/satisfactory performance certificate). Only supply order/Contract will not be considered as proof of supply, bidder has to upload Invoice/CRAC/Installation report with the supply order.

Experience for MSME/Startup is one year.

Past performance: 50 % of estimated bid value (in last three years). (Contract/Work Order **along with** Invoice/CRAC/Work completion certificate/satisfactory performance certificate). Submission of only contract/invoice will not be considered.

Turnover: 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 45,00,000/- (superseded as per GEM)

OEM Turnover: 180,00,000/- (OEM-MSME is exempted from turnover and EMD).

EMD: 2% of the bid in favour of DEAN, ESI Fund Account No. 2 payable at BIHTA, PATNA.

PBG: 5% of the bid in favour of in favour of DEAN, ESI Fund Account No. 2 payable at BIHTA, PATNA.

Pre-Bid Date and Time: Conference Hall, 2nd floor, D-Block, Hospital building, ESIC MCH BIHTA, PATNA on date and time specified in GEM bid.

Product and Spare: Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of life by the OEM before this period. The availability of Spares/accessories etc shall be ensured by the bidder for complete lifespan of the equipment or 10 years (whichever is more). An undertak

ing in this regard should be submitted on letter head.

Cost of Instruments: The bidder is also needed to submit separately the unit cost of instruments and consumables not covered under warranty and CMC. The items covered under warranty and CMC may also be provided.

Checklist

Sl. No.	Document	Remarks
1	Experience	Contract along with Invoice/CRA C/Work completion.
2	Past performance	- Do -
3	Bidder Turnover	CA Certified
4	OEM Turnover	CA Certified
5	EMD 2 % of Value	Scanned copy to be enclosed.
6	The bidder should not have been blacklisted by any Govt. Authority or public sector undertaking (undertaking need to be submitted) by the bidder.	ANNEXURE - I
7	Bidder Financial Standing Last audited financial statement)	ANNEXURE - II
8	Acceptance of Terms and Conditions of Bid and ATC	ANNEXURE - III
9	Bid Security Declaration	Annexure - IV
10	Service support with Escalation Matrix (EM)	Office should be located in Bihar (Proof to be submitted). EM on the original letterhead of the Bidder.
11	OEM Authorization certificate	On letter Head of OEM - Authorization certificate used by OEM should be bid-specific.
12	BOQ Compliance certificate	On bidder letter Head

13	CMC & warranty undertaking (5 yrs. Each)	On bidder letter Head
14	Data sheet	All bidders should upload product details (signed and sealed data sheet) with brand, model number and supply the same with the technical bid.
15	Product and spare undertaking (for 7 & 10 yrs.)	On bidder letter Head
16	USFDA/CEA/any equivalent Indian certification approved	Certification

[On the original letterhead of the Bidder]

ANNEXURE - I

CERTIFICATE DECLARATION REGARDING BLACKLISTING/NON-BLACKLISTING

I /We Proprietor / Partner (s) / Director (s) of M/s hereby declare that the firm/ company namely M/S. has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/S..... hereby declare that the firm/ company namely M/S..... was blacklisted or debarred by any Government Department from taking part in Government tenders for a period of years w.e.f. the period over on And now the firm/ company is entitled to take part in Government tender. In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by Dean, ESIC MC & H, Bihta shall be forfeited. In addition to the above Dean, ESIC MC & H, Bihta, will not be responsible to pay the bills for any completed/ partially completed work.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

Dated, this day of2025

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

[On the letterhead of the Bidder/Contractor]

ANNEXURE - II

Self-Declaration on Non-Bankruptcy and non-Insolvency

I /We Proprietor / Partner (s) / Director (s) of M/s the firm/ comp any namely M/S. do here by solemnly declare that we are neither in any way Insolvent, Bankrupt or Defaulter in terms of rules & regulations pre sently invoke in India. In case of any such event is found during bids evaluation and award of contract, I/W e have no objection if my/our tender is rejected.

Dated, this day of2025

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

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[On the original letterhead of the Bidder]

ANNEXURE - III

DECLARATION

I, _____ Son/Daughter/Wife of _____ Resident of _____ Proprietor / Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and execute this tender document.

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (includin

g all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) in its totality / entirety.

In case any provision of this tender is found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid.

Dated, this day of2025

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

[On the letterhead of the Bidder]

ANNEXURE - IV

BID SECURITY DECLARATION

Tender No.

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity fail or refuse to execute the contract, if required.

I/We understand this Bid securing Declaration shall cease to be valid if I am/we are not the successful Bidder

Signed:

In the capacity of:

Name:

Duly authorized to sign the bid for an of behalf of

Dated, this day of2025

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

18. **Bidder Turn Over Criteria:** 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 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.
19. **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.
20. **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.
21. **Escalation Matrix For Service Support :** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
22. **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.
23. **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.**
24. **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.
25. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.
Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

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](#)