





दिनांक /Dated: 23-10-2025

# बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details  |                                       |  |
|--|---------------------------------------|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time   | 03-11-2025 12:00:00                   |  |
| बिड खुलने की तारीख/समय /Bid Opening<br>Date/Time   | 03-11-2025 12:30:00                   |  |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer<br>Validity (From End Date)   | 90 (Days)                             |  |
| मंत्रालय/राज्य का नाम/Ministry/State Name  | Ministry Of Labour And Employment     |  |
| विभाग का नाम/Department Name   | Employees State Insuarnce Corporation |  |
| संगठन का नाम/Organisation Name   | Employees State Insurance Corporation |  |
| कार्यालय का नाम/Office Name  | Hyderabad                             |  |
| कुल मात्रा/Total Quantity  | 899                                   |  |
| वस्तु श्रेणी /Item Category  | Writing Pens (Q4)                     |  |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान<br>की गई है/MSE Exemption for Years of<br>Experience and Turnover                          | No                                    |  |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान<br>की गई है /Startup Exemption for Years of<br>Experience and Turnover                   | No                                    |  |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए<br>आवश्यक बिड की संख्या। / Minimum number of<br>bids required to disable automatic bid<br>extension | 3                                     |  |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा<br>बढ़ाई जाएगी। / Number of days for which Bid<br>would be auto-extended                          | 5                                     |  |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। /<br>Number of Auto Extension count   | 2                                     |  |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled   | Yes                                   |  |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule   | H1-Highest Priced Bid Elimination     |  |
| बिड का प्रकार/Type of Bid  | Two Packet Bid                        |  |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु<br>अनुमत समय /Time allowed for Technical<br>Clarifications during technical evaluation            | 3 Days                                |  |

| बिड वि  | वरण/Bid Details             |  |  |
|---|-----------------------------|--|--|
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ<br>पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By<br>Empanelled Inspection Authority / Agencies<br>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  |                             |  |  |
| आवश्यकता/Required   | No                          |  |  |
| आवश्यकता/Required   | No                          |  |  |
| बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.<br>एमआईआई खरीद वरीयता/MII Purchase Preference  |                             |  |  |
| एमआईआई खरीद वरीयता/MII Purchase Preference  | No                          |  |  |
| एमएसई खरीद वरीयता/MSE Purchase Preference   |                             |  |  |
| एमएसई खरीद वरीयता/MSE Purchase Preference   | Yes                         |  |  |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में<br>प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो /<br>Purchase Preference to MSE OEMs available upto<br>price within L1+X%         | 15                          |  |  |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड<br>की मात्रा का अधिकतम प्रतिशत / Maximum<br>Percentage of Bid quantity for MSE purchase<br>preference                                  | 25                          |  |  |

1. 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.

- 2. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## Writing Pens (899 pieces)

## तकनीकी विशिष्टियाँ /Technical Specifications

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

| विवरण/Specification | विशिष्टि का नाम /Specification<br>Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement<br>(Allowed Values) |
|---------------------|--|--|
| Generic             | Type of Pen                            | Rollerball Pen   |
|                     | Tip Size                               | 0.5 mm   |
|                     | Ink Color                              | Blue, Black  |
|                     | Body Material                          | Plastic  |

#### Additional Specification Parameters - Writing Pens (899 pieces)

| Specification Parameter<br>Name | Bid Requirement (Allowed Values) |  |
|---------------------------------|----------------------------------|--|
| BODY MATERIAL                   | PLASTIC & METAL                  |  |
| ADVANCE SAMPLE                  | REQUIRED                         |  |
| MINIMUM MRP SHOULD BE           | EQUAL OR MORE 150 PER PIECE      |  |

<sup>\*</sup> 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.N<br>o. | परेषिती / रिपोर्टिंग<br>अधिकारी / Consignee<br>Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|--|-------------|------------------|---------------------------------|
|-------------------|--|-------------|------------------|---------------------------------|

| क्र.सं./S.N<br>o. | परेषिती / रिपोर्टिंग<br>अधिकारी / Consignee<br>Reporting/Officer | पता/Address  | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|--|--|------------------|---------------------------------|
| 1                 | Pakarkari Narasinga<br>Rao                                       | 500038,ESIC Medical College &<br>Hospital, Sanathanagar,<br>Sanjeev Reddy Nagar, | 899              | 15                              |

# 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 (Increased quantity  $\div$  Original quantity)  $\times$  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. Generic

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 %.

## 3. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

GENERAL STORES ESIC MEDICAL COLLEGE HOSPITAL SANATHNAGAR HYDERABAD TELANGANA 500038

#### 4. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 5. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if.

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

### 6. Sample Clause

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

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samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller. Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any

## 7. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

# 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:-

compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

- 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 <u>attached categories</u>, 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.

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 बिंड 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---