

Bid Corrigendum

GEM/2026/B/7470407-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. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
2. Buyer Added text based ATC clauses

In case of any contradiction between the technical specifications provided under the GeM Bid and the ATC, the technical specifications uploaded with each item under “Additional Specification Parameters” / Buyer-added bid-specific ATC in Annexure (I) shall prevail over the specifications mentioned under the GeM Category.

Annexure (I)

Name Of Item	Remark
Gloves Sterile 5.5	A total of 1000 pairs of gloves will be ordered. For example if one box contains 100 pairs of gloves, then 10 Boxes required.
Gloves Sterile 6.0	A total of 23500 pairs of gloves will be ordered. For example if one box contains 100 pairs of gloves, then 235 Boxes required.

Gloves Sterile 6.5	A total of 38500 pairs of gloves will be ordered. For example if one box contains 100 pairs of gloves, then 385 Boxes required.
Gloves Sterile 7.0	A total of 60500 pairs of gloves will be ordered. For example if one box contains 100 pairs of gloves, then 605 Boxes required.
Gloves Sterile 7.5	A total of 51000 pairs of gloves will be ordered. For example if one box contains 100 pairs of gloves, then 510 Boxes required.
Gloves Sterile 8.0	A total of 4700 pairs of gloves will be ordered. For example if one box contains 100 pairs of gloves, then 47 Boxes required.
Gloves Non Sterile Small	A total of 175000 nos./pieces of gloves will be ordered. For example if one box contains 100 nos./pieces of gloves, then 1750 Boxes required.
Gloves Non Sterile Medium	A total of 192500 nos./pieces of gloves will be ordered. For example if one box contains 100 nos./pieces of gloves, then 1925 Boxes required.
Gloves Non Sterile Large	A total of 182800 nos./pieces of gloves will be ordered. For example if one box contains 100 nos./pieces of gloves, then 1828 Boxes required.
Absorbent Cotton Gauze	A total of 11530 nos./pieces of Non sterile Absorbent Cotton Gauze will be ordered.
Disposable Syringe 2 MI	A total of 745000 no. of Disposable Syringe 2 MI will be ordered. For example if one box contains 100 units of Syringe, then 7450 Boxes required.
Disposable Syringe 5ml	A total of 789500 no. of Disposable Syringe 5 MI will be ordered. For example if one box contains 100 units of Syringe, then 7895 Boxes required.

Disposable Syringe 10ml	A total of 110500 no. of Disposable Syringe 10 MI will be ordered. For example if one box contains 100 units of Syringe, then 1105 Boxes required.
Disposable Syringe 20ml	A total of 3730 no. of Disposable Syringe 20 MI will be ordered. For example if one box contains 100 units of Syringe, then 37 Boxes +30 loose syringes required.
Disposable Syringe 50ml	A total of 2250 no. of Disposable Syringe 50 MI will be ordered. For example if one box contains 100 units of Syringe, then 22 Boxes+ 50 loose required.
IV Cannula 16g	A total of 215 no. of IV Cannula 16g will be ordered. For example if one box contains 100 units, then 02 Boxes+ 15 loose required.
IV Cannula 18G	A total of 2800 no. of IV Cannula 18 G will be ordered. For example if one box contains 100 units, then 28 Boxes required.
IV Cannula 20G	A total of 15600 no. of IV Cannula 20 G will be ordered. For example if one box contains 100 units, then 156 Boxes required.
IV Cannula 22g	A total of 9300 no. of IV Cannula 22g will be ordered. For example if one box contains 100 units, then 93 Boxes required.
IV Cannula 24g	A total of 9600 no. of IV Cannula 24g will be ordered. For example if one box contains 100 units, then 96 Boxes required.
IV Cannula 26g	A total of 565 no. of IV Cannula 26g will be ordered. For example if one box contains 100 units, then 05 Boxes+ 65 loose required.

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 Annex

ure (III) in buyer uploaded ATC document.

4. 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 (IV) in buyer uploaded ATC document.
5. 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 (V) in buyer uploaded ATC document.
6. The Competent Authority, ESIC Hospital, Bibvewadi, Pune reserves the right to cancel the bid at any stage without assigning any reason.
7. 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 Bidder/Seller(s) or Buyer shall be out rightly rejected & shall not be considered for further evaluation.
8. Clause for Return/Replacement of defective product: The supplier shall arrange to effect free replacement of any quantity which is found to be defective or substandard before the date of expiry marked on the labels. In case bidder fails to replace the defective or substandard stock, then such bidder shall be liable to be blacklisting from participating in any of the bid of the ESIC for the period of two years.

New Change in bid

9. Integrity Pact: Bidder should submit Integrity Pact **asper attached form at in buyer added ATC**
10. **New Change in bid**

For Absorbent Cotton Gauze, Product Information to be read as follows:

- 1. Sterility: Non-sterile.**
- 2. Packing: 11,530 pieces/Nos. of Absorbent Cotton Gauze**

9. Checklist

Sr. No	Name of document	Submitted (Yes/No)
1	OEM Authorization with Manufacturing License	
2	Self-drug license	
3	Undertaking of Bidder financial standing	
4	Undertaking of Non blacklisting/debarment standing	
5	lowest rate certificate	
6	Experience (Any three of FY 22-23, 23-24, 24-25 and 25-26)	
7	Average Turnover (Any three in continuation from Y 22-23, 23-24, 24-25 and 25-26)	
9	MSE Certificate (If applicable)	
10	Start-up India certificate (If applicable)	
11	Integrity Pact	

The ordered items shall be supplied in a staggered manner. Each subsequent quantity shall be dispatched only after confirmation from the buyer end.

3. Buyer uploaded ATC document [Click here to view the file.](#)
4. **Shelf Life:** The Product/Spare parts to be supplied as part of the services must have minimum 36 Or higher (month) Shelf Life. On the date of supply, minimum 3/4 th of total shelf life usable shelf life should be available / balance.
5. 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 5 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 compensation in the event of such sample being found unacceptable by the Buyer / Consignee.
6. 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.
7. 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.

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.

6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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](#)