







# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-12-2025 18:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-12-2025 18:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare	
विभाग का नाम/Department Name	Department Of Health Research	
संगठन का नाम/Organisation Name	Indian Council Of Medical Research (icmr)	
कार्यालय का नाम/ <b>Office Name</b> Icmr National Institute Of Epidemiology Chennai		
कुल मात्रा/Total Quantity	260	
वस्तु श्रेणी /Item Category	Digital Weighing Scale (Mother & Child) under POSHAN Abhiyaan (Q2) , Stadiometer under POSHAN Abhiyaan (Q2)	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)	
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	13 Lakh (s)	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)	
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes   Complete	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover		

बिड विवरण/Bid Details		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को		
निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3	
विगत प्रदर्शन /Past Performance	20 %	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No	
बिड का प्रकार/Type of Bid	Two Packet Bid	
प्राथमिक उत्पाद श्रेणी/Primary product category	Digital Weighing Scale (Mother & Child) under POSHAN Abhiyaan	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days	
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
अनुमानित बिड मूल्य /Estimated Bid Value	650000	
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation/	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

ईएमडी विवरण/EMD Detail

आवश्यकता/Required No		No
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# ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

# लाभार्थी /Beneficiary :

DIRECTOR, ICMR-NIE

ICMR National Institute Of Epidemiology Chennai, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare, No-R-127, Second Main Road, TNHB, Ayapakkam, Chennai - 600037 (Director, Icmr-nie)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

# एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमित है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

## एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

स्क्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 5. 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 above 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.
- 6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 7. 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.
- 8. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

- 9. 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.
- 10. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	अनुमानित मूल्य / Estimated Value	वस्तु / श्रेणी / Item/Category	मात्रा / Quantity	
Schedule 1 260000		Digital Weighing Scale (mother & Child) Under Poshan Abhiyaan	130	
Schedule 2 390000		Stadiometer Under Poshan Abhiyaan	130	

# Digital Weighing Scale (Mother & Child) Under POSHAN Abhiyaan (130 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
GENERAL	Product Description	Digital Weighing Scale (Mother & Child)	
	Purpose	To measure the weight of adults and children	
SPECIFICATIONS	Conformity of digital weighing scale (mother & child) as per latest Specifications under POSHAN Abhiyaan	Yes	
	Scale Conforming to IS 9281 Part 1 (Latest Revision), Part 2 (Latest Revision), Part 3 (Latest Revision) and Part 4 (Latest Revision)	Yes	
	Electronic weighing scale duly certified and stamped by weight and measures department	Yes	
	Class of Accuracy of weighing Scale	Class -III	
	Display Type	LCD, LED	
	Format of displaying the measured weight	Digital Format	
	Battery type used for measuring and displaying the weight	Lithium Battery	
	Measuring Range (Kg)	0 to 120 kilograms (kg)	
	Minimum Graduation/Resolution (grams)	100.0 <b>(gram)</b>	
	Accuracy in grams (±)	100.0 (gram) 5.0 (second)	
	Reading Time (Seconds)		
	All vital parts made of rust proof material	Yes	
	Tare Feature	Yes	
	Anti-Skid Feature	Yes	
PACKAGING	Packing	Packed in long lasting fabric bag put in a carton	
CALIBRATION & CERTIFICATIONS	All the items/ models shall be duly approved by concerned weights and measurement authority	Yes	
	The units offered for the supplies shall be duly calibrated as per the procedure of department of legal metrology	Yes	

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Submission of all required certifications (model approval certificate, calibration certificate etc), test reports and any other specific certification requirement as imposed by country of origin to the buyer on demand	Yes
WARRANTY	Warranty in years	3, 4, 5 Or higher <b>(year)</b>

# Additional Specification Parameters - Digital Weighing Scale (Mother & Child) Under POSHAN Abhiyaan ( 130 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)	
Conformity of digital weighing scale (Mother & Child)	As per latest specifications under Industry Buying (StealODeal)	
Readout	Readout in Kilograms (Kgs) and should be readout easy to read and understand	
Material of weighing scales	Metal with Rust Proof Coated Stainless Steel, Durable and Unbreakable	
Carry case or Carry bag Long lasting fabricated carry bag should be provided		

<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 o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Nandhini Selvaraj	600077,ICMR-NIE, R-127, 3rd Avenue, Second Main Road, Tamil Nadu Housing Board, Ayapakkam, Near Ambattur, Chennai, Tamil Nadu 600077 DIRECTIONS: From Dunlop, Ambattur Turn left near Ambedkar Statue, Travel straight about 2 kms, take right near Annachi Lalackadai, take left near pillaiyar temple and travel to Ration Shop. (opp to Ration Shop and next to Narcotics Bureau is ICMR - NIE) Contact: Security No: 044-26136470	130	15

# Stadiometer Under POSHAN Abhiyaan (130 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

# तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
GENERAL	Product Description	Stadiometer	
	Purpose	Designed to measure height of adult and children aged 24 months and above in vertical position	
SPECIFICATIONS	Conformity of Stadiometer as per latest Specifications under POSHAN Abhiyaan	Yes	
	Firm flat vertical surface	Yes	
	Fold-up mechanism and low weight making compact design and easy to transport	Yes	
	No part shall be loose or shaking during transportation	Yes	
	Simple and fast set-up, no tools (screwdriver etc) required	Yes	
	Stable connections, assuring precise and accurate measurement	Yes	
	No need for calibration as all parts have prefixed position	Yes	
	Double sided graduation for easy measurements	Yes	
	Orientation of numerals on the measurement scale : Parallel to the board	Yes	
	Width/depth of the board in cm (approx)	5.5 (centimeter)	
	Large footplate, providing extra stable base and smoothly gliding measuring slide/ wedge	Yes	
	Adjustable feet for stability on uneven or soft ground	Yes	
	Sprit level indicator to check flat surface	Yes	
	No sharp edges or corners	Yes	
	Board material	Stainless Steel	
	Supplied with carry bag	Yes	
METROLOGICAL	Unit of Measure	Centimeters	
REQUIREMENTS			

विवरण/Specification विशिष्टि का नाम /Specification Name		बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
	Smallest graduation in cm	0.1 (centimeter)	
	Measurement range	upto 200 cm at least	
	Accuracy (cm)	± 0.1 cm	
	Precision (cm)	± 0.1 cm	
CARRY BAG OR	Made of long lasting fabric	Yes	
CARRY CASE SPECIFICATIONS	Zipper closer	Yes	
	Removable, adjustable shoulder/ back strap(s)	Yes	
	Small side pocket for storage of operating instructions, loose parts and/or stationary material	Yes	
CALIBRATION & CERTIFICATIONS	Submission of all required certifications (model approval certificate, calibration certificate etc), test reports and any other specific certification requirement as imposed by country of origin to the buyer on demand	Yes	
WARRANTY	Warranty in years	3, 4, 5 Or higher (year)	

# Additional Specification Parameters - Stadiometer Under POSHAN Abhiyaan ( 130 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)	
Conformity of Stadiometer	As per latest Specifications under Industry Buying (StealODeal)	

<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 o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Nandhini Selvaraj	600077,ICMR-NIE, R-127, 3rd Avenue, Second Main Road, Tamil Nadu Housing Board, Ayapakkam, Near Ambattur, Chennai, Tamil Nadu 600077 DIRECTIONS: From Dunlop, Ambattur Turn left near Ambedkar Statue, Travel straight about 2 kms, take right near Annachi Lalackadai, take left near pillaiyar temple and travel to Ration Shop. (opp to Ration Shop and next to Narcotics Bureau is ICMR - NIE) Contact: Security No: 044-26136470	130	15

# क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तै/Buyer Added Bid Specific Terms and Conditions

- 1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 3. Make in india specific authorisation certificate needs to be enclosed.

## 4. Generic

**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.

#### 5. **Generic**

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.

#### 6. 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 %.

#### 7. Generic

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.

#### 8. Generic

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

## 9. Generic

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.

#### 10. Generic

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.

#### 11. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 12. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% 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.

#### 13. 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.

### 14. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

# 15. **OEM**

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.

## 16. Forms of EMD and PBG

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

DIRECTOR, ICMR-NIE payable at

#### **CHENNAL**

. 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.

## 17. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 18. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **Buyer Added text based ATC clauses:**

- 1. Tender Inviting Authority: This tender enquiry for procurement of below mentioned items is being invited by the Director, ICMR-National Institute of Epidemiology, No. R-127, 2 nd Main Road, TNHB, Ayapakkam (Ambattur), Chennai 600 077, Tamil Nadu:
  - i. Weighing scale 130 units
  - ii. Stadiometer 130 units

The above items are to be supplied at 121 ART Centres across India. The detailed addresses of the 121 ART Centres and contact details will be shared separately through mail after placement of Contract.

- 2. Interested bidders are required to sign "Bid Security Declaration" accepting that if they withdraw or mod ify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request forbids docu ment, they will be suspended for the period of 1 year from being eligible to submit Bids for contracts with the entity that invited the Bids.
- 3. Eligibility: The Bidder must be a Manufacturer or its authorized Agent.
- 4. The following documents mandatorily to be submitted as per the eligibility criteria:
  - a. Organization Registration (GST, Col, etc.)
  - b. MSME, NSIC, Startup Registration (If available) (Under MSE category, only manufacturers for go ods and Service Providers for Services are eligible for exemption from EMD, Traders are excluded from the purview of this policy).
  - c. EMD along with covering letter
  - d. Bidder's Average Annual Turnover for the last three financial years (Certificate from the CA shoul d be attached-2022-23, 2023-24, 2024-25)
  - e. Experience Criteria for the last three Financial Years (At least one PO copy for the last three FY 2022-23, 2023-24, 2024-25)
  - f. Past performance (20%): Past performance certificate along with PO & Invoices relevant to the quoted items should be submitted
  - g. OEM Authorization Certificate (Should be submitted on OEMs letterhead)
  - h. MII Declaration (Should be submitted OEM's letterhead)
  - i. Acceptance of ATC (on bidder's letterhead)
  - j. Bid securing declaration (on bidder's letterhead)
  - k. Declaration of Non-blacklisted/bankrupt (on bidder's letterhead)
  - I. Compliance of BOQ/Technical Compliance should be submitted
  - m. Product data sheet
  - n. Consignee Location Undertaking: The indented consumables mandatorily should be delivered to 1 21 ART centres across India. (The bidder(s) should agree to deliver the requested items to diff erent locations across India and submit the undertaking on the bidder's letterhead).

- 5. One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint ventur e. A firm that submits either individually or, as a member of a joint venture, more than one bid will cau se all the proposals with the firms' participation to be disqualified.
- ICMR reserves the right to cancel the bid in part or full without assigning any reason and liability on the buyer. On such cancellation the decision of the DIRECTOR, ICMR-NIE will be binding and final on the su bject.
- 7. Inspections and Tests: (a) <a href="ICMR-NIE">ICMR-NIE</a> or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. Further, The Supplier may have an independent quality test conducted and the cost of such tests will be borne by the Supplier. (b) Inspection of goods shall be carried out by representative of <a href="ICMR-NIE">ICMR-NIE</a> and they will issue an acceptance certificate.
- 8. Packing: (a) The Supplier shall provide such packing of the Goods as is required to prevent their damag e or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit. (b) The packing, marking, and documentati on within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency. (c) Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch.
- 9. Payment: 100% payment shall be made after receipt of complete <a href="goods/Equipment">goods/Equipment</a> in good condition, a cceptance and successful installation of goods/Equipment and subject to submission of <a href="Performance">Performance B ank Guarantee</a>. This payment is subject to recoveries, if any, either on account of statutory deduction/taxes/ Liquidated Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or otherwise. The firm is required to submit the following documents to <a href="ICMR-NIE">ICMR-NIE</a>, Chennai for payment:
  - (a) Copy of Purchase Order;
  - (b) Copy of Extension Order (if any);
  - (c) Invoice in original showing contract number, goods description, quantity, unit price and total amo unt;
  - (d) Installation Report in original duly signed and sealed by the authorized officer of the consignee;
  - (e) Acknowledgement of Receipt of Goods issued by the consignee Institute/ Center;
  - (f) Performance Bank Guarantee

## 10. Settlement of Disputes:

- (a) If any dispute or difference of any kind whatsoever shall arise between the Procurement agency a nd the Supplier in connection with or arising out of the Contract, the parties shall make every effor t to resolve amicably such dispute or difference by mutual consultation.
- (b) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutu al consultation, then either the Procurement agency or the Supplier may give notice to the other p arty of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- (c) Any dispute or difference in respect of which a notice of intention to commence arbitration has be en given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be c ommenced prior to or after delivery of the Goods under the Contract. In the case of a dispute or dif ference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sol

e arbitrator appointed by Director, ICMR-NIE.

- (d) Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows:
  - (i) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the partie s shall be English.
  - (ii) The decision of the majority of arbitrators shall be final and binding upon parties.
  - (iii) Settlement of disputes through pre-institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Am endment) Act 2018, No. 28 of 2018 Chapter IIIA.
- (e) Settlement of Disputes: Notwithstanding any reference to arbitration herein, the parties shall cont inue to perform their respective obligations under the Contract unless they otherwise agree; and T he Procurement agency shall pay the Supplier any monies due to the Supplier.
- 11.Consignee details (Place of Delivery, Installation, Commissioning) THE EACH ITEMS (130 UNITS OF WEIGHING SCALE AND STADIOMETER EACH) TO BE DELIVERED AT 121 ART CENTRES ACROS S INDIA. NOTE: THE ADDRESSES AND CONTACT DETAILS OF THE 121 ART CENTRES WILL BE SHARED SEPARATELY THROUGH MAIL AFTER PLACEMENT OF GEM CONTRACT.
- 12. Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods a gainst loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner: (a) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee. (b) If the Equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be re imbursed. (c) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in favour of the Director, ICMR-National Institute of Epidemiology, Chennai, covering all risk s basis for the goods from supplier/ manufacturer warehouse to consignee warehouse.
- 13. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time fra me(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights an d remedies available to the purchaser/consignee under the contract, deduct from the contract price, a s liquidity damages, calculated individually on each delayed performance of the contract including del ivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or p art thereof until actual delivery or performance subject to a maximum of 10% of the contract price. On ce the maximum is reached purchaser may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.
- 14. GST will be applicable as per the latest GoI notification.
- 15. Delivery of Equipment means Supply, Installation, Testing and Commissioning of Equipment.
- 16. Following categories of Sellers are exempted from Years of Experience and Turnover: (a) Micro and Sm all Enterprises who are manufacturer of the Primary Product Category and give specific confirm ation to this effect at the time of bid submission and whose credentials are validated online through U dyam Registration/ Udyog Aadhaar (as validated by Government from time to time) and through uplo aded supporting documents. (b) Start-ups as recognized by Department of Industrial Policy and Promo tion (DIPP).

17. The manufacturer's authorization must be insisted upon on a tender specific basis, not general authori zation/ dealership, by so declaring in the bid documents clearly. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.

It is for general information of Aspirant Manufacturer/ Dealer/ Distributor to submit their representation, if any, on proprietorship of this goods in terms of Rule 166 (i) of General Financial Rule, 2017. In case, the product of any other Manufacturer/ Authorized Distributor/ Dealer conforms to the enclosed specifications, they may submit their proposal for the supply of same equipment/kit along with the following:- (a) Brochure (b) Point-by-point compliance of the enclosed specifications, along with all relevant documentary evidence. The representation should be sent to The Director, ICMR-National Institute of Epidemiology, Chennai, on stores@nie.gov.in or niestores2013@gmail.com so as to reach on or before 11.12.2025 up to 10:00 AM, failing which it will be presumed that no any other bidder is interested to offer comments/ objection and case will be decided accordingly on its merit.

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#### 19. Service & Support

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.

#### 20. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

## 21. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

# 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:-

- 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove;
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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---