



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5090087
Dated/दिनांक : 28-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-07-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-07-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health Research
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)
Office Name/कार्यालय का नाम	Icmr National Institute Of Traditional Medicine
Total Quantity/कुल मात्रा	3
Item Category/मद केटेगरी	Calorimeter resting metabolic rate monitor
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	18 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	18 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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) *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

Bid Details/बिड विवरण

Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Annual Maintenance Charges Required	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

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

Beneficiary/लाभार्थी :

Director ICMR NITM
ICMR National Institute of Traditional Medicine, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare
(Director Icmr Nitm)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. 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.

4. Experience Criteria: In respect of the filter applied for 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 number of Financial years as indicated above in the bid document 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 Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. 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.

6. 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.

7. 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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

Calorimeter Resting Metabolic Rate Monitor (3 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Annual Maintenance	
Warranty of required product	3 Year
Annual Maintenance Charges Duration (Post Warranty)	2 Year
Annual Maintenance Charges Frequency	Quarterly

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Kaveri Mohan Kumbhar	590010,N.H No. 4, Nehru Nagar, (Opposite KLE Hospital)	3	15

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

1. Authorised Service Centre within the state of Odisha, along with a dedicated contact person with telephone number for technical solution in a fast track basis at this institution as and when required basis.
2. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
3. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
4. Make in india specific authorisation certificate needs to be enclosed.
5. **Generic**

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

The Director
ICMR-NITM
NH#04 Nehru Nagar
Opp. to KLE Hospital
Belagavi-590010

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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

13. **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 by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

14. 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.

15. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

16. Turnover

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.

17. Turnover

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.

18. 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.

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.

22. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

23. Certificates

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.

24. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

25. Past Project Experience

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.

26. 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

The Director ICMR-NITM
payable at
Belagavi

. 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.

27. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

DELIVERY INSTRUCTIONS

Total Requirement – 3 Qty

Each Quantity is to be delivered in the following locations: successful bidder will be intimated the address of the delivery once the order is placed.

1. CCRAS-Central Ayurveda Research Institute, Bengaluru.
2. ICMR-NITM, Belagavi.
3. IRSHA-Bharathi Vidyapeeth, Pune.

1. ELIGIBILITY CRITERION

- 1.1** Only one, manufacturer or its authorized dealer can quote. If both Manufacturer and dealer quotes for the same tender, both their tenders will be rejected
- 1.2** A bidder who has been convicted under the provisions of IPC or CrPC is not eligible to participate in the tender
- 1.3** A bidder who wants to quote for more than one brand needs to provide the Manufacturer's Authorization for each brand failing which such offers shall not be considered
- 1.4** The tender is only for GEM Contract of consumables. No bid for non-consumable items shall be entertained.
- 1.5** The Director, ICMR NITM reserves the right to accept or reject any offer in part or in full without assigning any reasons thereof at any stage

2. EXPERIENCE

- 2.1** If the bidder is a Micro or Small Enterprise as per the latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Experience Criteria" subject to meeting quality and technical specifications. In case any bidder is seeking exemption from Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
- 2.2** If the bidder is a Startup as per the latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Experience Criteria" subject to meeting quality and technical specifications. In case any bidder is seeking exemption from Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
- 2.3** In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied the same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts are to be submitted along with a bid in support of having supplied some quantity during each of the Financial years. In the case of bunch bids, the category of the primary product having the highest value should meet this criterion

3. TURNOVER

- 3.1** If the bidder is a Micro or Small Enterprise as per the latest definition

s under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria subject to the meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

3.2 If the bidder is a Startup as per the latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria subject to meeting quality and technical specifications. In case any bidder is seeking exemption from Turnover, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

3.3 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 criterion.

4. Quality and Warranty

4.1 Non-compliance with quality standards may result in rejection of the goods.

4.2 The manufacturer/bidder should give an undertaking stating that the products they are offering are new, unused, and genuine. In case it is found that the product is spurious, the bidder shall be put on temporary debarment or suspension/Removal from list of registered vendors of ICMR NITM and as specified by the decision-making committee and competent authority of ICMR NITM. The manufacturer/bidder also undertakes that they are solely responsible in case of any discrepancies noticed during the supply with regard to the quality, quantity, packages, leakages, short supplies, damages and the same shall be replaced at free of cost. If product is not found as per our requirement then ICMR NITM has right to cancel the said product item. (**refer Annexure III**)

5. Delivery

5.1 The ordered items must be delivered at ICMR-NITM unless otherwise specified in the purchase order within a period of 15 days from the date of issue of the purchase order. Supplies are normally accepted on all working days from 9:30 AM to 6:00 PM except on Saturday, Sunday, and other public holidays.

5.2 All the perishables/hazardous item(s) shall be opened in the presence of the representative of the bidder and the user.

5.3 In case of perishables, or hazardous consumables, the consent of the user must be obtained before the execution of the supply so that necessary precautions shall be taken for their effective use. Part delivery will not be accepted

5.4 **Liquidated Damage:** As per Clause 9.7.10 (01) on Procurement of

Goods, 2019 where the delivery of stores or any installment thereof is accepted after the expiry of the original delivery period, the procuring entity may recover from the contractor, as agreed, the LD a sum equivalent to 0.5 (half) percent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10% of the value of delayed goods.

6. Order Amendments

6.1 On receipt of the Purchase Order, the Bidder shall check the correctness of the rates, terms, and conditions of the Purchase Order. In case of any corrections, the same should be brought to the notice of the ICMR NITM for the issue of necessary amendments along with the documentary evidence. In case no reply is received from the bidder within five working days after the receipt of the Purchase Order, no further amendments shall be allowed to the purchase order and the bidder shall have to supply materials as per the order

7. GST

7.1 Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum quoted GST %.

8. OEM

8.1 Wherever Authorized Distributors/service providers are submitting the bid, Authorizations 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

9. Arbitration

All disputes will be referred to at Dharwad High Court as per section 12(5) of Arbitration and Conciliation (amend.) Act, 2015 for arbitration whose decision will be final and binding on both supplier and customer (ICMR NITM)

9.1.1 ICMR NITM and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

9.1.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then ICMR NITM or the Supplier may give notice to the other party 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.

9.1.3 In case of Dispute or difference arising between ICMR NITM and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the

arbitration proceedings, The dispute shall be referred to at Dharwad high court, Karnataka under section 12(5) of Arbitration and Conciliation (amend.) Act, 2015 whose award shall be final, conclusive and binding on all parties to this order.

9.1.4 The venue of the arbitration shall be the Hono'ble High Court of Karnataka Dharwad(Karnataka)

9.1.5 The resultant contract will be interpreted under Indian Laws in case of Purchase from Indian suppliers and/or United Nations Commission on International Trade Laws (UNCITRAL) in the case of foreign suppliers

9.2 Notwithstanding any reference to arbitration herein,

9.2.1 The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

9.2.2 The Purchaser shall pay the Supplier any monies due to the Supplier

10. Penalty

10.1 Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

10.2 If his bids are under consideration in any procurement

10.2.1 Forfeiture or encashment of bid security

10.2.2 Calling off of any pre-contract negotiations; and

10.2.3 Rejection and exclusion of the bidder from the procurement process.

10.3 If a contract has already been awarded

10.3.1 Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;

10.3.2 Forfeiture or encashment of any other security or bond relating to the procurement;

10.3.3 Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

10.4 Provisions in addition to the above:

10.4.1 Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;

10.4.2 In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level offi

cer, with the Competition Commission of India;

11. Termination

11.1 Competent Authority, ICMR NITM may take a decision to terminate the contract in the following situations-

11.1.1 Supply/delivery of faulty/ spurious material or material non-compliant with the technical specifications as mentioned in the P.O.

11.1.2 Delay in delivery or being nonresponsive will lead to a penalty as imposed by ICMR NITM

11.1.3 Temporary Debarment/ blacklisting /Suspension/Removal from the list of registered Vendors of the Manufacturer/Supplier by any of the Government Organizations.

12. Payment terms and conditions

12.1 100% payment for the supply of materials shall be made on a bill basis normally within 30 days against delivery after the same is checked and found that the item(s) is/are in order by the end user and on receipt of a certificate from the ICMR NITM's end user. The bidder has to submit a pre-receipted bill in triplicate duly stamped along with a certificate mentioned below the details of their bank account for this purpose-

12.2 The payment being claimed is strictly in terms of the contract and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract.

12.3 No payment shall be made for part supplies under normal circumstances. ICMR NITM reserves the right to cancel the purchase order in case the full supply is not effected within the delivery schedule mentioned in Para 5.1 above. No payment shall be processed if the firm has delivered goods beyond the allowable delivery schedule as mentioned in Para 5.1 whichever is later

12.4 It is informed with reference to imports that ICMR NITM is eligible for the levy of concessional customs duty as per GOI notifications Nos. 43/17 Customs, dt. 30/6/20-17, 10/2018, Integrated Tax, dt. 25/01/2018, 45/17, Union Territory Tax dt. 14/11/2017, 09/2018 Central Tax Dt. 25/01/2018 and 51/96 - Customs dt. 23/7/1996 and the DSIR letter No. TUNIRG-CDE (1263)/2021

12.5 Applicable Taxes like IGST, SGST, and CGST in invoices will be as per Government notifications.

12.6 All payments for such PO placed for import shall be made as per the value indicated in the PO and invoice.

12.7 The bidder should ensure that the prices quoted are FOR, ICMR NITM basis, including its packing, forwarding and unloading at ICMR NITM as per the purchase order and inclusive of all taxes and duties.

12.8 Invoices must be submitted in accordance with the terms specified in the purchase order

13. Additional Clause For Annual Maintenance Charges

13.1 Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 2 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Biannually after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security of 5% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). **(Undertaking of acceptance to be uploaded with bid).**

13.2 AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.

13.3 GST shall be included in the AMC Charges quoted.

13.4 Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

13.5 The AMC Contract shall be an offline contract to be handled by buyer . The payment of AMC will be made on AMC frequency (biannual) basis after satisfactory completion of said period, duly certified by end user and scope of AMC

Annexure-I

Bidder Information Form

(a) [The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to this format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of the firm].

Date: *[insert date (as day, month, and year) of Bid Submission]* Tender No.:

[insert number from Invitation for bids]

Page 1 of _____pages

01.	Bidder's Legal Name -
02.	In case of JV, legal name of each party:

03.	Bidder's actual or intended Country of Registration:
04.	Bidder's Year of Registration:
05.	Bidder's Legal Address in Country of Registration:
06	Bidder's authorized representative information Name: Address: Telephone/Mobile numbers: Email Address:
07.	Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature _____ **of** _____ **Bidder**

Name

Business _____ **Address**

Mobile Number ____

Check List: Duly filled check list to be submitted.

(Following documents to be provided in a pdf and all page of the bid should be numbered)			
Sno	Content	Submitted (Yes/No)	Supporting Page Number of bid
1.	Index / Table of Content	-	
2.	Organization Registration (MSME/GST/Establishment Registration Certificate)		
3.	OEM Authorization Certificate / Manufacturer Authorization certificate		

4.	Compliance of product specification and supporting document		
5	In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption		
6	MSME certificate (if applicable)		
7	GST registration certificate		
8	Startup certificate (If applicable)		
9	Financial statements with net profit, duly audited / certified by Chartered Accountant (CA) of the last three financial years		
10	AMC UNDERTAKING (AS PER CLAUSE 13 IN ATC		
11.	Tender acceptance letter - Annexure IV		

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Annexure-II

Manufacturer's Authorization Form

[The Bidder shall ensure that the Manufacturer shall fill in this form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the manufacturer]. Date: *[insert date (as day, month and year) of bid submission]*

Tender No.:

To:

WHEREAS

We _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ to submit a bid the purpose of which is to provide the following goods, manufactured by us _____ and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with Clau

se ____ of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:

Name:

Title:

Duly authorized to sign this authorization on behalf of: _____
 _____ Dated on _____ day of _____, _____ [insert date of signing]

Place:

Date:

Signature and seal of the Manufacturer/Bidder

Annexure III

EQUIPMENT SPECIFICATIONS FOR OVERWEIGHT & OBESITY PROJECT
I

SL	Name of the Equipment & Specification	Qty
1	<p>Resting Metabolic Monitor (RMR Monitor)</p> <p>It should be a lightweight standalone metabolic monitor or able to measure/calculate the following parameters in human subjects:</p> <ul style="list-style-type: none"> * Indirect Calorimetry (VO₂, VCO₂, RQ, RF, VT, CV, FiO₂, FiCO₂, FeO₂, FeCO₂) * Energy Substrate of Metabolism (% Fat, % Carbohydrate, % Protein) * Resting Energy Expenditure (REE) <ul style="list-style-type: none"> • Display: 10" or more Transmissive TFT LCD, 1024 x600, 65k colours, capacitive touchscreen • O₂ Sensor: GFC (Galvanic Fuel Cell) Range 0-75%, Accuracy <0.05% Vol • CO₂ Sensor: NDIR (Non-Dispersing Infrared) Range 0-10% range, Accuracy <0.05% Vol • Calibration: Gas Analysers Automatic via gas cylinder (monthly) • Environmental Sensors: The system should have Temperature, Barometric and Humidity Sensors. • Power Supply: Rechargeable Battery as well as Mains 100-240V AC + 10% 50/60Hz. 	3

- Interface: It should have USB interface for transferring data in PDF, XML and CSV to a Pen drive.
- Essential Accessories: The system should be supplied with all essential accessories required like calibration gas - 01 no., Regulator and Masks. A list of consumables with their life should be provided.
- Warranty - 3 years & AMC - 2 years.
- Quality assurance: European CE or US FDA and ISO certifications will be considered.
- The system meeting ESPEN Guidelines on Clinical Nutrition in Intensive Care Unit (2018) will be considered.

Annexure IV

TENDER ACCEPTANCE LETTER
(To be given on company Letter Head)

To

Director

ICMR-National Institute of Traditional Medicine Nehru

Nagar, Belagavi - 590 010.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____ at ICMR-NITM, Belagavi - Reg.

Dear Sir

1. I/We have downloaded/obtained the tender document(s) for the above mentioned from the GeM site(s) namely: <https://gem.gov.in>
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (including all documents like annexures) which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum (s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum (s) in its totality/entirely.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. Department/Public Sector undertaking in last 3 years.
6. I/We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, with out prejudice to any other rights.

Yours faithfully
(Signature of the Bidder, with Office Seal)

Disclaimer/अस्वीकरण

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.

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.

Additional Clause For Annual Maintenance Charges

1. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.

2. GST shall be included in the AMC Charges quoted.

3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.

3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

3.1.1 AMC charges for first year after warranty period – Percentage to be indicated- A1.

3.1.2 AMC charges for second year after warranty period – Percentage to be indicated A2.

3.1.3 AMC charges for third year after warranty period – Percentage to be indicated A3.

3.1.4 AMC charges for fourth year after warranty period – Percentage to be indicated A4.

3.1.5 AMC charges for 5th year after warranty period – Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 10% of cost of equipment.

4. Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 2.5% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./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।

---Thank You/धन्यवाद---