

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-05-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-05-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
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/Office Name	Icmr National Institute Of Epidemiology Chennai
कुल मात्रा/Total Quantity	84
वस्तु श्रेणी /Item Category	Cardiochek -PA Lipid panel test strips (15 strips/pack) with Analyzer (one analyzer for 500 strips)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Lipid panel test strip
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Urine Test Strip (V2), Fully Automated Urine Analyzer, Semi Automated Urine Analyzer, Corrosion Coupons, Hemoglobin Test Strips, Rapid Pregnancy Test Kit, Glucometer Strips
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Fully Automatic Biochemistry Analyzer (V2)</li> <li>Urine Test Strip (V2)</li> <li>Hemoglobin Test Strips</li> </ul>
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	10 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 Relaxation for Years Of Experience and Turnover	Yes   Complete

<b>बिड विवरण/Bid Details</b>	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / <b>Startup Relaxation for Years Of Experience and Turnover</b>	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	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। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
विगत प्रदर्शन / <b>Past Performance</b>	50 %
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

#### 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 security should 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, R-127, 3rd Avenue, Second Main Road, Tamil Nadu Housing Board, Ayapakkam, Near Ambattur, Chennai, Tamil Nadu-600077  
(The 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	No
--	----

#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म 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 relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
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. 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.
9. 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.
10. 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.

### **Cardiochek -PA Lipid Panel Test Strips (15 Strips/pack) With Analyzer (one Analyzer For 500 Strips) ( 84 packet )**

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer  
Specification Document

[Download](#)

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1

[View](#)

#### 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	84	15

#### क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/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 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 %.

6. **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.

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**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

13. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

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. **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.

## 16. **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.

## 17. **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.

## 18. **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-NIE  
payable at  
CHENNAI

. 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.

## 19. **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 PAC mode procurement of Cardiochek® -PA Lipid panel test strips (15 strips/pack-Catalogue No-1710) with Analyzer Catalogue No: 1708 (one analyzer for 500 strips each) - 84 packs/1260 strips in total items are being invited by the **Director, ICMR-National Institute of Epidemiology, No. R-127, 2<sup>nd</sup> Main Road, TNHB, Ayapakkam (Ambattur), Chennai - 600 077, Tamil Nadu;**
2. Interested bidders are required to sign "Bid Security Declaration" accepting that if they withdraw or modify 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 document, 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. One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firms' participation to be disqualified.

5. The following documents mandatorily to be submitted as per the eligibility criteria:
- 1) Organization Registration (GST, Col, etc.)
  - 2) MSME, NSIC, Startup Registration (If available) (Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD, Traders are excluded from the purview of this policy).
  - 3) Bidder's and OEM Average Annual Turnover for the last three financial years (Certificate from the CA should be attached-2022-23, 2023-24, 2024-25)
  - 4) Experience Criteria for the last three Financial Years (At least one PO copy for the last three FY 2022-23, 2023-24, 2024-25)
  - 5) Past performance (50%): Past performance certificate along with PO & Invoices relevant to the quoted items should be submitted
  - 6) OEM Authorization Certificate (Should be submitted on OEM's letterhead)
  - 7) MII Declaration (Should be submitted OEM's letterhead)
  - 8) Acceptance of ATC (on bidder's letterhead)
  - 9) Bid securing declaration (on bidder's letterhead)
  - 10) Declaration of Non-blacklisted/bankrupt (on bidder's letterhead)
  - 11) Technical Compliance should be submitted
  - 12) Product data sheet for Cardiochek® -PA Lipid panel test strips (15 strips/pack-Catalogue No-1710)
  - 13) Product data sheet for Cardiochek® -PA Cholesterol analyser Catalogue No: 1708
6. 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 subject.
7. Inspections and Tests: (a) **ICMR-NIE** 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 **ICMR-NIE** and they will issue an acceptance certificate.
8. **Shelf Life: (For Cardiochek PA Lipid panel test strips):** The Product/Spare parts to be supplied as part of the services must have minimum 24 Months Shelf Life. On the date of supply, minimum 18 Months usable shelf life should be available / balance.
9. **Warranty: (For Cardiochek PA Cholesterol Analyser) :** Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
10. Packing: (a) The Supplier shall provide such packing of the Goods as is required to prevent their damage 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 documentation 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.
11. Payment: 100% payment shall be made after receipt of complete **goods/Equipment** in good condition, acceptance and successful installation of goods/Equipment and subject to submission of **Performance Bank Guarantee**. 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 **ICMR-NIE, 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 amount;
- (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

12. Settlement of Disputes:

- (b) If any dispute or difference of any kind whatsoever shall arise between the Procurement agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- (c) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurement agency 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.
- (d) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. In the case of a dispute or difference 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 sole arbitrator appointed by **Director, ICMR-NIE.**
- (e) 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 parties 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 (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.
- (f) Settlement of Disputes: Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and The Procurement agency shall pay the Supplier any monies due to the Supplier.

13. Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against 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 reimbursed. (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 risks basis for the goods from supplier/ manufacturer warehouse to consignee warehouse.

14. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidated damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price. Once 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.

15. GST will be applicable as per the latest GoI notification.

16. Delivery of Equipment means Supply, Installation, Testing and Commissioning of Equipment.
17. Following categories of Sellers are exempted from Years of Experience and Turnover: (a) Micro and Small Enterprises **who are manufacturer of the Primary Product** Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration/ Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents. (b) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
18. The manufacturer's authorization must be insisted upon on a tender specific basis, not general authorization/ 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.
19. 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 (iii) 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](mailto:stores@nie.gov.in) or [niestores2013@gmail.com](mailto:niestores2013@gmail.com) so as to reach on or before 04.05.2025 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.

## 20. **Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 21. **Generic**

**Shelf Life:** The Product/Spare parts to be supplied as part of the services must have minimum

24 MONTHS

Shelf Life. On the date of supply, minimum

18 MONTHS

usable shelf life should be available / balance.

## **अस्वीकरण/Disclaimer**

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

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

4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**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; and**
- **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.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

यह बिड 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---**