



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6041437
Dated/दिनांक : 13-03-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-03-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-03-2025 18:30:00
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
क्रेता ईमेल/Buyer Email	kaveri.mk@icmr.gov.in
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Spirometer (Q3) (PAC Only)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	2 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	2 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

Bid Details/बिड विवरण

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),Additional Doc 4 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
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
Arbitration Clause	No
Mediation Clause	No

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).	38

(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)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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Details of the Competent Authority approval for PAC

Competent Authority Approval document for PAC : [View Document](#)

Name of Competent Authority	DIRECTOR ICMR NITM
Designation of Competent Authority	DIRECTOR ICMR NITM
Office / Department / Division of Competent Authority	ICMR - NATIONAL INSTITUTE OF TRADITIONAL MEDICINE
CA Approval Number	219284
Competent Authority Approval Date	2025-03-10 00:00:00
Brief Description of the Approval Granted by Competent Authority	For population-based health survey conducted at MRIHRU, Sirwar, a spirometer is needed for measuring respiratory parameters in those participants whose total score is less than 18 on lung function questionnaire. As this activity is being carried out across all MRHRUs of India, protocol has specified the equipment. NDD easyone air spirometer for measuring respiratory indicators uniformly across all MRHRUs.

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. 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.

7. 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.

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.

Spirometer (2 pieces) (Under PAC)

Make	ndd
Model	easyoneair

Technical Specifications/तकनीकी विशिष्टियाँ

[* जेम कटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Performance Parameters	Broncho provocation test	Yes
	Flowmeter	Pneumotach (14 l/s or more with accuracy 3 %)
	SPO2 (pulse oximetry)	Yes, No
	Spare Pneumotach screens supplied	1
	Warranty in Years	3

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	CMC (after warranty) in years to be provided	3, Not provided

Additional Specification Parameters - Spirometer (2 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
1. Quality, Medical Devices & Electrical 2. FDA 3. Associations & Institutes 4. Printing options	1. ISO 13485, ISO 14971, IEC 62366, IEC 62304, ISO 26782, ISO 23747, IEC 60601-1, IEC 60601-1-2, ISO 10993-1 2. 510(k) clearance 3. ATS/ ERS 2019 and 2005, NIOSH, OSHA, SSA Disability 4. Direct to printer or with EasyOne Connect software
5. Data management 6. Export 7. Data links 8. Test storage 9. Age range	5. EasyOne Connect 6. HL7, XML, GDT, with software 7. USB, Bluetooth 8. Up to 10,000 tests 9. Spirometry > 4 years
10. Dimensions 11. Operating conditions 12. Power supply 13. Rechargeable battery 14. Parameters	10. 87 x 155 x 36 mm (H x W x D), 356 g, 3.4 x 6.1 x 1.4" (H x W x D), 13 oz 11. Temp 0 - 40 °C/ 32 - 104 °F, Rel. Humidity 5 - 90%, Atmosph. Pressure 700 - 1060 hPa 12. 5 VDC, Standby 0.3W 13. Exchangeable, 3.6 VDC 14. FVC, FVL, SVC, MVV
15. Flow/Volume Sensor	15 • Type: Ultrasonic transit time • Flow Range: ± 16 l/s • Flow Resolution: 4 ml/s • Flow Accuracy (except PEF): ± 2% or 0.020 l/s • PEF Accuracy: ± 5% or 0.200 l/s • Flow Accuracy (except PEF): ± 2% or 0.020 l/s • PEF Accuracy: ± 5% or 0.200 l/s • MVV Accuracy: ± 5% or 5 l/min • Volume Range: ± 12 l • Volume Resolution: 1 ml • Volume Accuracy: ± 2% or 0.050 l • Resistance: 0.3 cm H ₂ O/l/s at 16 l/s
16. Consumables to be supplied 17. Warranty and CMC	16. • Disposable Mouthpieces with the machine (500 nos.) • Pulmonary Filters (100 Nos) with machine 17. • Warranty- 3 years • CMC (after warranty) of 3 years to be provided

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Kaveri Mohan Kumbhar	590010, N.H No. 4, Nehru Nagar, (Opposite KLE Hospital)	2	15

Special terms and conditions-Version:3 effective from 11-02-2025 for category Spirometer

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare

(MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.

2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.
6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of

equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.

13. **Software:** All software updates should be provided free of cost during warranty period.

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

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. **Generic**

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

Director ICMR - NITM
Neharu Nagar
opposite KLE hospital
Belagavi
Karnataka - 590010

4. **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.

5. **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.

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 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

7. **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.

8. **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 %.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

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 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 definitions 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 Tur

nover" 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 II I**)

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 only** 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 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 Hon'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

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

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

12.6 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.

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

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.	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 Clause _____ 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

Specifications

Make and Model: ndd EasyOne Air (Spirometer)

Specifications:

Quality, Medical Devices & Electrical	ISO 13485, ISO 14971, IEC 62366, IEC 62304, ISO 26782, ISO 23747, IEC 60601-1, IEC 60601-1-2, ISO 10993-1
FDA	510(k) clearance
Associations & Institutes	ATS/ ERS 2019 and 2005, NIOSH, OSHA, SSA Disability
Printing options	Direct to printer or with EasyOne Connect software
Data management	EasyOne Connect
Export	HL7, XML, GDT, with software
Data links	USB, Bluetooth
Test storage	Up to 10,000 tests
Age range	Spirometry > 4 years

Dimensions	87 x 155 x 36 mm (H x W x D), 356 g, 3.4 x 6.1 x 1.4'' (H x W x D), 13 oz
Operating conditions	Temp 0 - 40 °C/ 32 - 104 °F, Rel. Humidity 5 - 90%, Atmosph. Pressure 700 - 1060 hPa
Power supply	5 VDC, Standby 0.3W
Rechargeable battery	Exchangeable, 3.6 VDC
Parameters	FVC, FVL, SVC, MVV
Flow/Volume Sensor	<ul style="list-style-type: none"> · Type: Ultrasonic transit time · Flow Range: ± 16 l/s · Flow Resolution: 4 ml/s · Flow Accuracy (except PEF): ± 2% or 0.020 l/s · PEF Accuracy: ± 5% or 0.200 l/s · Flow Accuracy (except PEF): ± 2% or 0.020 l/s · PEF Accuracy: ± 5% or 0.200 l/s · MVV Accuracy: ± 5% or 5 l/min · Volume Range: ± 12 l · Volume Resolution: 1 ml · Volume Accuracy: ± 2% or 0.050 l · Resistance: 0.3 cm H₂O/l/s at 16 l/s
Consumables to be supplied	<ul style="list-style-type: none"> · Disposable Mouthpieces with the machine (500 nos.) · Pulmonary Filters (100 Nos) with machine
Warranty and CMC	<ul style="list-style-type: none"> · Warranty- 3 years · CMC (after warranty) of 3 years to be provided

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/uses 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, without prejudice to any other rights.

Yours faithfully

(Signature of the Bidder, with Office Seal)

10. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

11. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

12. **Scope of Supply**

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

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 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.

14. **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.

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. **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.

17. **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

18. **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.

19. **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 NITM
payable at
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.

20. **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.

21. 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.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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---