

Bid Corrigendum

GEM/2026/B/7488473-C4

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. 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. **OPTION CLAUSE 25%** : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider
4. **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. **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
6. 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.
7. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
DIRECTOR, ICMR-NIE
payable at
CHENNAI
. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
8. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of
DIRECTOR, ICMR-NIE
payable at
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.
9. 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.
10. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
11. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
12. **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.

13. Buyer uploaded ATC document [Click here to view the file.](#)
14. Buyer Added text based ATC clauses

Buyer Added text based ATC clauses:

1. Tender Inviting Authority: This tender enquiry is being invited by the **Director, ICMR-National Institute of Epidemiology, No. R-127, 2nd Main Road, TNHB, Ayapakkam (Ambattur), Chennai - 600 077, Tamil Nadu,** for **identifying 'NABL-accredited Laboratory Service Provider' to conduct medical screenings of HbA1c and Total Cholesterol among survey participants in and around Rajasthan for 'Rajasthan STEPS Survey'** project funded by the 'National Health Mission, Rajasthan'.
2. Since the project must be executed in and around the state of Rajasthan, the bidder must be a region-specific service provider. Bidders shall submit relevant documents as part of the eligibility criteria.
3. Interested bidders are required to sign "**Bid Security Declaration**" accepting that if they with draw 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.
4. **Eligibility:** The Bidder must be a Original Service Provider or its authorized Agent.
5. **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.
6. **Following categories of Sellers are exempted from Years of Experience and Turnover:** (a) Micro and Small Enterprises **who are manufacturer/original service provider 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 A adhaar (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).
7. The manufacturer's/original service provider'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/original service provider can also authorize only one agent/dealer.
8. **The following documents** mandatorily to be submitted as part of the eligibility criteria:
 - 1)Organization Registration (GST, CoI, Partnership deed, Licence, etc.)
 - 2)Organization registration documents for having an office/laboratories in and around Rajasthan.
 - 3)A valid NABL Accreditation certificate should be submitted for the required medical screenings in and around Rajasthan.
 - 4)MSME, NSIC, Startup Registration in and around Rajasthan (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).
 - 5) EMD along with a covering letter
 - 6)Bidder's/OSP's Average Annual Turnover for the past three financial years (Certificate from the CA should be attached-2022-23, 2023-24, and 2024-25)
 - 7)Experience Criteria for the past three Financial Years (At least one PO copy for the last thr

ee FY 2022-23, 2023-24, and 2024-25)

- 8) Past performance: Past performance certificate along with PO & Invoices relevant to the quoted services should be submitted (At least one PO copy for the last three FY 2022-23, 2023-24, and 2024-25).
 - 9) The authorization Certificate should be submitted by the Original Service Provider (OSP) in case of Non-OSP participation.
 - 10) Acceptance of ATC should be submitted on bidder's letterhead
 - 11) Bid securing declaration should be submitted on bidder's letterhead
 - 12) Declaration of Non-blacklisted/bankrupt should be submitted on bidder's letterhead
 - 13) Escalation matrix's and relevant certification should be submitted
 - 14) Acceptance of the scope of work should be submitted on bidder's letterhead
 - 15) Acceptance of Price-breakup **without amount** should be submitted on bidder's letterhead (during technical stage).
9. 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.
10. **Inspections and Tests:** (a) **ICMR-NIE** or its representative shall have the right to inspect and/or to test the Goods/services to confirm their conformity to the Contract specifications. Further, the Supplier/service provider may have an independent quality test conducted and the cost of such tests will be borne by the Supplier. (b) Inspection of goods/services shall be carried out by representative of **ICMR-NIE** and they will issue a Service Delivery Acceptance Certificate (SDAC).
 11. **Scope of Services include:** To provide requisite manpower, consumables, reagents, and any other type of resources for medical screening of the target population, as specified in the Scope of Work, through door-to-door testing point of care using the technology of testing as specified in the Contract document. To provide and upload the final test results of screening on the Buyer's portal/database as per their requirement.
 12. **Invoices should be raised in the name of consignee:** "The Director, ICMR-National Institute of Epidemiology, Chennai", and the same (original hard copy) should reach this office for processing of payment. However, the proposed services should be available in and around the state of Rajasthan
 13. **Payment Terms and Conditions:** Payment shall be made once the Service Provider submits the invoice online on GeM along with other relevant documents and after generation of Service Delivery Acceptance Certificate (SDAC) by consignee for the submitted invoice.
 14. **Payment Terms and Conditions:** All deductions (if applicable) will be accounted/deducted during SDAC generation before making the payments. Payment will be made through bank transfer only and in no circumstance cash/ cheque payment will be made.
 15. **Payment Terms and Conditions:** Invoices will be issued monthly or upon service completion, detailing fees, tests performed, and applicable taxes. The client agrees to pay undisputed amounts within 30 days of invoice receipt; 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 Work Order/GeM Contract;
 - (b) Copy of Extension Order (if any);
 - (c) e-Invoice in original showing contract number, service description, patient details, test details, quantity, unit price, GST breakup and total amount;
 - (d) Acknowledgement of Receipt of services issued by the consignee Institute/ Center;
 - (e) Performance Bank Guarantee
- 16. Settlement of Disputes:**
- (a) If any dispute or difference of any kind whatsoever shall arise between the Procurement ag

ency 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.

(b) 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.

(c) 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.**

(d) Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows:

1) 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.

2) The decision of the majority of arbitrators shall be final and binding upon parties.

3) 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.

(e) **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.

17. 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 liquidity 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.

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

19. **Deductions / LD:** If Service Provider fails to deliver any or all of the Service(s) or perform the Services within the time period specified in the Contract, the Buyer shall without prejudice to its other rights and remedies under and in accordance with the Contract Agreement, levy Liquidated Damages (LD) from payments, which are due to the Service Provider.

S.No	Key Performance Indicator	Deductions
1	Delay in Service Execution	Rs. 500 per hour delay in Service execution for medical screening.
2	Delay in updation of Medical Screening reports on the desired portal/database	- Rs. 100/Test result in case of delay beyond TAT
3	Improper Waste Disposal	₹1,000 per instance of non-compliance with biomedical waste disposal norms, with repeat violations leading to escalation or Contract termination.

4	Unsatisfactory Quality or Tampering of Samples	₹1,000 per instance of tampered, mislabelled, or mishandled sample which results in inaccurate or voided reports.
5	Non-Adherence to Safety or Medical Protocols	₹1,000 per instance of failure to use proper PPE, hygiene practices, or follow screening/testing procedures as per medical norms.

The maximum monthly deductions to be capped at 10% of monthly billing value.

20. Termination of Contract: The Agreement shall come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

- (a) Mutual consent: The Contract may be terminated based on mutual consent in case the Services are no longer required. Termination based on mutual consent shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
- (b) Breach of Contractual obligations: The Buyer shall have the right to terminate the Contract effective immediately if the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14(fourteen) days after receiving notice requiring it to do so.
- (c) Breach of SLAs: The Contract may also be terminated by the Buyer if the cumulative deductions / LD rise to 10% of the Contract value.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

21. Service Formula: Total Cost (inclusive of all taxes) = Cost per Person x Size of Population; where, Cost per person is the rate quoted by bidder in the bidding process; and Size of population is the number of patients/residents as specified by the Buyer on which medical screening is to be done.

Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy

of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)