

Bid Document

Bid Details	
Bid End Date/Time	25-11-2022 17:00:00
Bid Opening Date/Time	25-11-2022 17:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health And Family Welfare
Organisation Name	International Institute For Population Sciences (iips)
Office Name	Mumbai
Total Quantity	1500
Item Category	Stadiometer , Infantometer , Mother Infant scale weighing scale
BOQ Title	Procuring Equipment for Clinical Anthropometric and Biochemical Test for NFHS 6 Survey
Minimum Average Annual Turnover of the bidder (For 3 Years)	250 Lakh (s)
OEM Average Turnover (Last 3 Years)	500 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Turnover	Yes
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *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
Past Performance	80 %
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	Mother Infant scale weighing scale
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Item wise evaluation

EMD Detail

Advisory Bank	State Bank of India
Schedule 1 EMD Amount (In INR)	208155
Schedule 2 EMD Amount (In INR)	295230
Schedule 3 EMD Amount (In INR)	785880

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	24

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. 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.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Director and Senior Professor
International Institute for Population Sciences (IIPS), Govandi Station Road, Opposite Sanjona Chamber, Deonar,
Mumbai-400088, Maharashtra
(Director lips)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

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

2. 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.

3. 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 / Public Listed Company 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.

4. 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.

5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

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 80% 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 / Public Listed Company. 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.

9. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Stadiometer	500
Schedule 2	Infantometer	500
Schedule 3	Mother Infant Scale Weighing Scale	500

Stadiometer

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Manjiri Mangesh Rane	400088,International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	500	30

Infantometer

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Manjiri Mangesh Rane	400088,International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	500	30

Mother Infant Scale Weighing Scale

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Consignees/Reporting Officer and Quantity

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1	Manjiri Mangesh Rane	400088,International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	500	30

Buyer Added Bid Specific Terms and Conditions

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

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

General Terms and Conditions:

- i. The proposal, along with all the correspondence and documents exchanged by the bidder and IIPS shall be written in the English language.
- ii. Amendments to the tender: IIPS reserves rights to amend any of the tender conditions or a part thereof before the last date for the receipt of the tender, if necessary. Amendments, if any, would be placed on the institute's website (www.iipsindia.org). The decision of extending the due date and time for the submission of tender documents on the account of amendments will be at the sole discretion of IIPS.
- iii. IIPS reserves the right to cancel the RFP at any stage without citing any reason.
- iv. Performance Security: As per GeM portal.
- v. No proposal shall be accepted unless it is properly sealed. The documents should be sent by speed post/registered post/courier or hand delivered. IIPS will not be responsible for any postal delay.
- vi. The bidder is advised to attach any additional information that is considered necessary to establish its capabilities. No further information will be entertained after submission of application unless it is required by IIPS. The IIPS reserves the right to call for additional information and clarification on information submitted by the bidders.
- vii. Proposals must be received by IIPS, at the address specified not later than the date and time specified in the Invitation of RFP. In case the specified date for the submission of proposal is a declared holiday at the IIPS, the same will be received on next working day with the same specified time. Proposals received after the due date and time specified will automatically be rejected.
- viii. Submission of tender: Should be submitted on GeM portal. Tenders received after specified date and time will not be accepted. IIPS reserves the right to disqualify any of the tenders in case it is not satisfied with the documents furnished or otherwise, without assigning any reasons thereof. Any efforts by an agency to influence the IIPS personnel or representative on matters relating to bids under consideration in the process of examination, clarification, evaluation and comparison of bids and in decision concerning award of Contract, shall result in the rejection of the bidder's bid and also lead to blacklisting of the organization.
- ix. The bid will be valid for 180 days from the last date of submission.
- x. Failure to provide and/or comply with the required information, instruction, etc. incorporated in these bid documents may result in rejection of its tender.
- xi. Failing to execute the Contract within the prescribed period may result in termination of the Contract

and award of the same to other agency/agencies at the risk and cost of the bidder.

xii. The person to sign the Contract shall be duly authorized.

xiii. Arbitration: In event of any dispute arising with regard to interpretation of the articles/terms of this contract, the matter shall be referred to sole Arbitrator, who shall be appointed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The decision of the Arbitrator on the points referred to him/her shall be binding on both the parties to this contract, subject to the provisions of the Arbitration and Conciliation Act of 1996. Nothing in this clause shall entitle Vendor /IIPS to refuse to perform its obligation under this contract merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed. No interest shall be awarded by the Arbitrator in respect of any money due under this contract till the date of award and for a period of 120 days thereafter. The place of Arbitration shall be Mumbai.

xiv. Good Manufacturing Practices (GMP), WHO-GMP, or equivalent international quality certification for the product applied for is essential. Preference will be given to WHO- GMP certificate.

xv. IIPS reserves the right to choose, accept or reject any or all request /offers, in full or part, reduce or increase the quantity, split the order, criteria of requirement at any stage without giving any notice or assigning any reason. The decision of the Director, IIPS in this regard shall be final.

xvi. The quoted rate should include the transportation, delivery and taxes if any for anywhere in India, as advised by the IIPS Mumbai and be valid for one year from the last date of bid submission. The supplier is required to supply the selected items (consumables) in a staggered manner in 3- 4 lots in 1-1.5/2 years, tentatively scheduled as first lot for training in the last week of January 2023, second lot for the first phase in the month of March 2023, and third lot for second phase in the month of August 2023.

xvii. GPS equipment should be supplied in December 2022.

xviii. All bidders will have to submit at least one sample of each piece of equipment and ten samples of each consumable applied, on the date: 28th November, 2022 To. Director IIPS Mumbai, for verification and approval by the committee for evaluation of technical specifications.

xix. All bidders should put on the samples box Vendor name, Equipment and consumables name and their quantity.

xx. Failure to submit samples within the prescribed timeline will result in disqualification of the agency.

xxi. Along with the samples, each vendor will have to submit a declaration that if finally selected, they will supply the same quality of the product (model with same technical specifications) for the entire procurement. Failure to do so will lead to disqualification of the agency supplying the allocated items.

xxii. For all the supplies and equipment, those items which have been successfully used earlier in large scale surveys in India or outside will be given preference.

xxiii. As IIPS uses Stadiometer, Infantometer and Weighing scale used in earlier round of NFHS, all the Bidder of these items should be able to provide maintenance / calibration of those equipment as and when required during the tenure of NFHS-6.

xxiv. Cost of travel and stay of the officials for attending pre-bid meeting/technical or financial bid opening will be borne by the bidder.

6. Force Majeure and Termination

6.1 Force Majeure:

6.1.1 Where the performance by the bidders of their obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the bidders and against which an experienced bidder could not reasonably have been expected to take precautions, the bidders shall promptly notify IIPS in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

6.1.2 From the date of receipt of notice given in accordance with Clause 6.1.1, IIPS may, at its sole discretion, either suspend the Contract for up to a period of 6 months ("the Suspension Period") or terminate the Contract forthwith.

If by the end of the Suspension Period the parties have not agreed on a further period of suspension or reinstatement of the Contract, the Contract shall terminate automatically.

6.2 Suspension or Termination without Default of the bidders

6.2.1 IIPS may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the bidder and giving the reason(s) for such suspension or termination.

6.2.2 Where this Contract has been suspended or terminated pursuant to Clause 6.2.1, the bidder shall:

- a) Take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-contracts) in a cost-effective, timely and orderly manner; and
- b) Provide to IIPS, in not more than 30 days after IIPS notifies the bidder of the suspension or termination of this Contract an account in writing, stating:
 - i. Costs, if any, due before the date of suspension or termination;
 - ii. Any costs to be expended after the date of suspension or termination, which the bidder necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

Subject to IIPS approval, IIPS shall pay such amount to the bidder normally within 30 days after receipt from the bidder of an Invoice in respect of the amount due.

6.3 Termination for Default of the bidders

6.3.1 IIPS may notify the bidder of the suspension or termination of this Contract where the services or any part of them are not provided to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the bidder to remedy that dissatisfaction and the time within which it must be completed.

6.3.2 Where this Contract is suspended under Clause 6. 3.1 and the bidder subsequently fails to remedy the dissatisfaction, IIPS may terminate the Contract forthwith.

6.3.3 IIPS may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Contract forthwith where:

- a) The bidder or any member of the bidder's personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b) The bidder or any member of the bidder's personnel has committed an offence under any of the prevailing laws applicable to the project; or
- c) The bidder is an individual or a partnership and at any time:
 - i. Becomes bankrupt; or
 - ii. Is the subject of a receiving order or administration order; or
 - iii. Makes any composition or arrangement with or for the benefit of the bidder's creditors; or
 - iv. Makes any conveyance or assignment for the benefit of the bidder's creditors; or
- d) The bidder is a company and:
 - i. An order is made or a resolution is passed for the winding up of the bidder; or
 - ii. A receiver or administrator is applied in respect of the whole or any part of the understanding of the bidder.
- e) The bidder is a partnership or a company and there is a Change in Control. "Change in Control" means that the person(s) (including corporate bodies) directly or indirectly in Control of the bidder at the time this Contract is entered into cease to be in Control. "Control" means the power of a person to secure that the affairs of the bidders are conducted in accordance with the wishes of that person.

6.3.4 Where the Contract is terminated in accordance with this Clause 6. 3.3, the bidder shall without prejudice to IIPS other remedies, take any steps necessary to terminate the

provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

6.3.5 Where this Contract is terminated pursuant to Clause 6. 3.3 the bidder shall pay IIPS within 10 days of notification such amount, as IIPS shall have determined as the amount of any loss to IIPS resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

Additional General Terms and Conditions:

1) IIPS reserves the right to choose, accept or reject, cancel any or all of the item in full or part, reduce or increase the quantity, spilt the order, criteria of requirement at any stage without giving any notice or assigning any reason. The decision of the Director, IIPS in this regard shall be final.

2) All equipment and consumables should be delivered approximately within 90 days and GPS equipment should be supplied within 30 days in single lot of issuing the purchase order, in a staggered manner. The purchase order for a particular equipment/consumable will provide the exact details of delivery period and required packaging format for the same.

3) The sample submission date will be communicated after opening of pre-qualification bid. (Usually it is within one week of last day of submission of bid). Please keep visiting our website <https://www.iipsindia.ac.in> for more info.

4) IIPS does not have any GST exemption certificate.

5) For price bid, each item should be quoted for single unit inclusive of GST.

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7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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

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.

---Thank You---