

Bid Document

| Bid Details | |
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| Bid End Date/Time | 14-05-2021 17:00:00 |
| Bid Opening Date/Time | 14-05-2021 17:30:00 |
| Bid Life Cycle (From Publish Date) | 90 (Days) |
| Bid Offer Validity (From End Date) | 80 (Days) |
| Ministry/State Name | Ministry Of Health And Family Welfare |
| Department Name | Department Of Health And Family Welfare |
| Organisation Name | Hll Infra Tech Services Limited |
| Office Name | Hites |
| Total Quantity | 2250000 |
| Item Category | 250 ul automated filter tips , 96 well PCR plates , 1.3 ml U-bottom deep-well plate |
| Minimum Average Annual Turnover of the Bidder | 56 Lakh (s) |
| Years of Past Experience required | 3 Year (s) |
| MSE Exemption for Years Of Experience and Turnover | Yes |
| Startup Exemption for Years Of Experience and Turnover | Yes |
| Document required from seller | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Past Performance | 10 % |
| Bid to RA enabled | No |
| Primary product category | 1.3 ml U-bottom deep-well plate |
| Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| Evaluation Method | Total value wise evaluation |

EMD Detail

| | |
|----------|----|
| Required | No |
|----------|----|

ePBG Detail

| | |
|-------------------------------------|-----------|
| Advisory Bank | HDFC Bank |
| ePBG Percentage(%) | 3.00 |
| Duration of ePBG required (Months). | 14 |

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

Beneficiary:

CEO HITES

HITES, Department of Health and Family Welfare, HLL INFRA TECH SERVICES Limited, Ministry of Health and Family Welfare

(Sanjai Agrawal)

Splitting

Bid splitting not applied.

MII Purchase Preference

| | |
|-------------------------|-----|
| MII Purchase Preference | Yes |
|-------------------------|-----|

MSE Purchase Preference

| | |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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 / 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.
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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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.

250 UI Automated Filter Tips (750000 Test)

(Minimum 20% Local content required for MII compliance)

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|------------|-----------|
| Brand Type | Unbranded |
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Technical Specifications

| | |
|------------------------------|--------------------------|
| Buyer Specification Document | Download |
|------------------------------|--------------------------|

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|--------------------------------|----------|---------------|
| 1 | Arundhati Kandwal | 201307,B 14A, Sector 62, Noida | 750000 | 15 |

96 Well PCR Plates (750000 Test)

(Minimum 20% Local content required for MII compliance)

| | |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

Technical Specifications

| | |
|------------------------------|--------------------------|
| Buyer Specification Document | Download |
|------------------------------|--------------------------|

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|--------------------------------|----------|---------------|
| 1 | Arundhati Kandwal | 201307,B 14A, Sector 62, Noida | 750000 | 15 |

1.3 MI U-bottom Deep-well Plate (750000 Test)

(Minimum 20% Local content required for MII compliance)

| | |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

Technical Specifications

| | |
|------------------------------|--------------------------|
| Buyer Specification Document | Download |
|------------------------------|--------------------------|

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|--------------------------------|----------|---------------|
| 1 | Arundhati Kandwal | 201307,B 14A, Sector 62, Noida | 750000 | 15 |

Buyer Added Bid Specific Additional Terms and Conditions

- 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.
- Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- 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.
- Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 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% 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 percentage of 15% of total value.
- Preference to Make In India products (For bids less than 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 50%. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

8. Make in india specific authorisation certificate needs to be enclosed.
9. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 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 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
10. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
11. 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.
12. WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.
13. Buyer Added Bid Specific Additional Terms and Conditions

1: Tender Inviting Authority This tender enquiry for procurement of Kits is being invited by HLL Infra Tech Services Limited (Procurement Support Agency) on behalf of Indian Council of Medical Research, Ansari Nagar, New Delhi-110029 to be supplied to NICPR, Noida.

2: Eligibility: (i) The bidder should have experience of supply of Medical Diagnostic Equipments/Reagents/Kits during last 3 Years preceding the bid due date for a minimum of 100% of the estimated cost of offered quantity, for which bidder shall submit a CA certificate. (ii) The Manufacturer should have achieved a minimum actual annual production of similar goods of the quantity equal to quantities offered (for the respective item) by the bidder during any one of the last three (3) financial years. A copy of the achieved annual production rate certified by Chartered Accountant should be submitted. (iii) The bidders are requested to submit relevant document like Production Capacity, Current Orders in hand, Free Production Capacity for the items offered. Based on the same bidders will be evaluated and considered for award of work. The submitted should also be certified by a Chartered Accountant.

3: 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.

4: Inspections and Tests: ICMR or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. Further, a. The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier. b. Batch wise inspection of goods shall be carried out by representative of ICMR and they will issue a batch wise acceptance certificate. c. The timeline for batch inspection and approval after delivery of goods at consignee site by the nominated agency shall be approximately around four

(4) working days.

5: Inspections and Tests: In case of rejection, the bidder shall deliver a fresh batch at the respective consignee without any additional financial implication on the exchequer. The option for re-offering a fresh batch upon rejection of the original batch shall only be given once. The entire batch/contract is liable for termination, if a re-offered batch is found to have not met the Inspection protocol. The detailed Inspection Protocol will be as per guidelines issued ICMR in its website.

6: Packing: (i)The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit (ii)The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly

provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency.

7: Packing: Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch. The Bar coding requirement shall also be properly understood and marked on the package as per the provision of the specification.

8: Warranty: (i) All goods must be of fresh manufacture and must bear the dates of manufacture and expiry. The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum shelf life as per Technical specification at the time of delivery to consignee. If remaining minimum shelf life at the time of delivery is not mentioned in Technical Specification then five-sixths (5/6) of the shelf life upon delivery at site or named place of destination in India for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, have overages within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

9: Warranty: (ii) The Procurement agency shall have the right to make claims under the above warranty up to the full period of shelf life of goods. Upon receipt of a written notice from the Procurement agency, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Procurement agency. The Supplier will be entitled to, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

10: Warranty: (iii) In the event of a dispute by the Supplier, a counter analysis will be carried out on the manufacturers retained samples by an independent neutral laboratory agreed by both the Procurement agency and the Supplier. If the counter analysis confirms the defect, the cost of such analysis as well as the cost of replacement and disposal of the defective goods will be borne by the Supplier. In the event of the independent analysis confirming the quality of the product, the Procurement agency will meet all costs for such analysis.

11: Warranty: If the Supplier fails to replace the defective Goods within the period of 30 days, after being notified that a defect has been confirmed, the Procurement agency may proceed to take such remedial action as may be necessary, including removal and disposal, at the Suppliers risk and expense and without prejudice to any other rights that the Procurement agency may have against the Supplier under the Contract. The Procurement agency will also be entitled to claim for storage in respect of the defective Goods for the period following notification and shall have the right to deduct the sum from payments due to the Supplier under this Contract or any other contract.

12: Warranty: In the event any of the Goods are recalled, the Supplier shall notify the Procurement agency within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfil its recall obligation promptly, the Procurement agency will, at the Suppliers expense, carry out the recall.

13: Payment: The payment shall be released by HITES on behalf of ICMR upon satisfying the General Terms and Conditions, and submission of following mandatory documents by the seller to HITES, B-14 A, Sector 62, Noida - 201307 along with delivery of stores: (i) One original and three copies of commercial invoice, indicating Bill to Consignee through M/s HLL Infra Tech Services Limited and Ship to as: Place of Supply: Contract number, Goods Description, Quantity, Unit Price, and Total Amount.

Additional place of supply as required by ICMR/Buyer will be indicated at the time of placement of purchase order.

14: Payment: (ii) Four copies of packing list identifying contents of each package. (iii) Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required). (iv) Four copies of Internal Test Report of the Manufacturer. (v) Any other/ additional procurement-specific document(s) for delivery/ payment purposes. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

15: Settlement of Disputes: If any dispute or difference of any kind whatsoever shall arise between the Procurement agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

16: Settlement of Disputes: 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. (a) 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 General ICMR.

17: Settlement of Disputes: Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows. (i) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English. (ii) The decision of the majority of arbitrators shall be final and binding upon parties. (iii) Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.

18: Settlement of Disputes: Notwithstanding any reference to arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b. the Procurement agency shall pay the Supplier any monies due to the Supplier.

19: Consignee details: (i) NICPR, Noida

20: Liquidated Damages: if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the contract, the Procurement agency shall, without prejudice to its other remedies under the Contract, deduct from the contract prices as liquidated damages, a sum equivalent to the 0.5% percent of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10 percent of the value of delayed Goods. Once the maximum is reached, the Procurement agency may consider termination of the contract.

21: The Performance Bank Guarantee from a scheduled bank to the below mentioned account.

Name of the Beneficiary: HLL INFRA TECH SERVICES LTD.

Account No. 57500000119955

Bank Details: HDFC BANK LTD, NOIDA, UTTAR PRADESH

IFSC Code: HDFC0000088

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 specification 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.

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

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---