

Corrigendum 01 in GeM portal

Bid Number: GEM/2020/B/880925 Dated: 18-11-2020

Item Name: Real time PCR (ICMR specs)

1: Tender Inviting Authority: This tender enquiry for procurement of Covid Test 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 various depots of ICMR.

2: Eligibility: (i)The bidders must quote a minimum of 10% of the tendered quantity for being eligible. (ii) The Manufacturer should have supplied and installed in last three years from the date of Tender Opening, at least 10% of the quoted quantity (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily. (iii)The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria should have executed at least one contract in the last five years from the date of tender opening of similar equipment anywhere in India (iv) Bidder shall furnish Satisfactory Performance Certificate in respect of above.

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: Splitting of Contract: HITES/ICMR reserves the right to divide the total quantity among multiple bidders following the splitting of contract guidelines/parallel contracts guidelines which is as defined in the subsequent clauses.

5: Splitting of Contract: The manner of deciding the relative share of L1 bidder and the rest of the bidders will be done on the basis of the ratio 40:25:15:10:10 in case of 5 bidders, 40:25:20:15 in case of 4 bidders, 50:30:20 in case of three bidders and 70:30 in case of two bidders. The number of parallel contracts formed shall be restricted to a maximum of 5 contracts.

6: Splitting of Contracts: This shall be done in the following manner. (i) L1 shall be awarded at least the percentage mentioned above or his spare supply capacity, whichever is lower; and (ii) For the rest of the contract quantity, the lowest rate accepted will be counter offered to the L2 party. On acceptance of the counter offer, the order will be placed on L2 for the respective percentage or the spare supply capacity of the L2 bidder, whichever is lower, and so on, to other tenderers. In case of non-acceptance of the counter offer by the L2 party, a similar offer shall be made to L3 and L4, and so on.

7: Splitting of Contracts: However, the decision of the HITES/ICMR in this respect will be final and binding upon all the bidders.

8: The ICMR/Buyer reserve 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 DG, ICMR will be binding and final on the subject.

9: 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 and the cost of such tests will be borne by the Supplier. b. Inspection of goods shall be carried out by representative of ICMR and they will issue an acceptance certificate.

10: 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.

11: 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.

12: 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 (with GSTIN of 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.

13: 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;

14: 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.

15: 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.

16: 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

17: 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

18: Consignee details: As per the requirement of ICMR across India.

19: 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.
