

Bid Document

Bid Details	
Bid End Date/Time	06-05-2021 15:00:00
Bid Opening Date/Time	06-05-2021 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	65 (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	4
Item Category	BSL-3 (BSL3+) Mobile Laboratory
Minimum Average Annual Turnover of the Bidder	400 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	80 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	5 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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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:

DG(ICMR)
ICMR, New Delhi
(Director General, Icmr)

Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	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". 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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . 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 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.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
23-04-2021 11:00:00	HITES,Noida. Pre-bid will be online and link will be provided on HITES website.

BSL-3 (BSL3+) Mobile Laboratory (4 set)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Arundhati Kandwal	201307,B 14A, Sector 62, Noida	4	60

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.Make in india specific authorisation certificate needs to be enclosed.
- 4.Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers 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%. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 5.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 25% of total value.
- 6.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.

7. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
8. **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.
9. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
10. **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.
11. **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.
12. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
13. 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.
14. Buyer Added Bid Specific Additional Terms and Conditions

Instruction to Bidders

1. Tender Inviting Authority: This tender enquiry, for hiring of 4 Nos. Mobile BSL3+ Laboratory 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 following locations across India as per the requirement of ICMR:
 - (i) ICMR-National institute of Virology, Pune (West Zone)
 - (ii) ICMR-National Institute of Virology Field Unit, Alappuzha, Kerala (South Zone)
 - (iii) ICMR- National Institute of Cholera and Enteric Diseases (NICED), Kolkata (East Zone)
 - (iv) ICMR-Regional Medical Research Centre, Gorakhpur, Uttar Pradesh (North Zone)
2. Interested bidders are advised to download the complete Tender Enquiry document from the GeM website / HITES website (<http://hllhites.com/tenders>) for complete details.
3. Bidders are advised to follow the instructions provided in the Tender Enquiry Document.
4. By participating in this bid bidder agree to all terms & condition of this tender including SLA, STC, Payment terms, Penalties all amendments published etc.

5. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.
6. Prospective bidders will be provided with the link for joining the online pre-bid video conference. It will be displayed on HITES Website on the morning of the pre-bid date. Procurement Agency will not be responsible for poor connectivity/net availability issue etc.
7. Joint Venture / Consortia Bids are not permitted and shall not be accepted.

8. SUBMISSION OF BID

Bidders shall furnish the following information along with technical tender (in pdf format) - Technical Bid (ONLY ONLINE SUBMISSION of all documents):

- (i) Copy of Earnest money has to be furnished
- (ii) Letter of Application (Form-1)
- (iii) Details of Structure and Organization (Form-2)
- (iv) Financial Information (Form-3)
- (v) Copy of Solvency Certificate (Form-4)
- (vi) Performance Statement indicating similar works completed during last seven years, along with relevant copies of orders and completion certificate (Form-6)
- (vii) Copy of Notarized Affidavit (Form-5)
- (viii) Documentary evidence, as necessary in terms of Eligibility and Prequalification requirements under clause 1 to 7 and other information details.
- (ix) Power of Attorney issued by Competent Authority in favor of the person who is digitally signing/uploading the tender(s).
- (x) Documents and relevant details to establish that the equipments, items and works to be executed by the tenderer conform to the requirement of the technical specifications given in the Bid documents.
- (xi) Certificate of Incorporation.
- (xii) Details of manufacturing capabilities indicating the equipments and items proposed to be self-manufactured and installed by the bidder firm

(xiii) Certificate of GST registration, ESIC & PF Registration and PAN Number

(xiv) Complete set of Bid Documents (all volumes), without indicating price

Introduction & Scope of Work

1. Indian Council for Medical Research (ICMR), Department of Health Research, Ministry of Health & Family Welfare invites Tender/Bids from reputed firms having the required experience, competency and resources in Providing Enhanced BSL-3 (BSL3+) Laboratories on rent under Lease Agreement with ICMR. These laboratories shall be on field deployed and used by various ICMR Institutes. The project is a turnkey assignment and shall involve design, fabrication, testing, commissioning, validation and providing state-of-art fully equipped Enhanced BSL-3 (BSL3+) Mobile Laboratory on a bus chassis on **Lease Rent basis to ICMR**. The construction and fabrication of the Mobile BSL3+ Laboratory shall be fully integrated with the chassis and shall be truly mobile unit as per the specifications, details, equipments, systems and features given in the Technical Specifications Sections.
2. The scope shall also include operation and comprehensive maintenance of the units including providing Driver, Helper cum Technician, routine preventive maintenance and servicing, breakdown maintenance, annual validation of BSL-3+ Laboratory, cost towards renewal of insurance, road tax etc. complete in all respect. The expenses towards the power and fuel costs for running the unit and diesel generator sets shall be either arranged by the ICMR Institute or shall be reimbursed on actual consumption basis.
3. The Units shall be owned and registered in the name of the selected bidder firm and ICMR/DHR shall only pay the agreed monthly lease rent, on quarterly basis.
4. Bids submitted shall include the following information:
 - (a) Copy of documents defining the constitution, legal status, place of registration and principal place of business of the company or firm.
 - (b) A work plan/Program clearly bringing out how the bidder proposes to carry out the work to achieve the quality and the time schedule.

Special Terms and Conditions (STC)

1: **BID PRICE:** (i)The quoted price in Financial Price Bid shall be in Indian Rupees only and shall include cost of design, fabrication, testing, commissioning, validation and providing state-of-art fully equipped Enhanced BSL-3 (BSL3+) Mobile Laboratory on a bus chassis on Lease Rent basis to ICMR and its operation and comprehensive maintenance including providing Driver, Helper cum Technician, routine preventive maintenance and servicing, breakdown maintenance, annual validation of BSL-3+ Laboratory, cost towards renewal of insurance, road tax etc. complete in all respect.

(ii) Bidders have to quote Monthly Rental Charge (inclusive of GST) per Mobile BSL3+ Laboratory (As per technical specification). Rent Lease Period is of 12 months extendable upto another 1 year with the approval of competent authority. Monthly Rental Charge will be considered for Financial Evaluation & Ranking purpose. The price quoted in the Financial Price Bid shall remain firm and fixed during the entire contract period, including the extended work completion period, if any.

(iii) Base Price for Design, fabrication, testing, commissioning, validation and providing state-of-art fully equipped Enhanced BSL-3 (BSL3+) Mobile Laboratory on a bus chassis with systems and equipments complete in all respect in ready to use condition **to be provided in technical bid** (for the purpose of calculating the depreciated price for taking over the ownership by ICMR).

The above base price (iii) shall only be used for calculating the depreciated price to be paid by ICMR to the Vendor for the Unit for taking the ownership, after completion of the Lease Rent Agreement or its termination.

2: One Bid per Bidder: A firm shall submit only one bid. A firm that submits more than one bid will cause all the proposals with the firm participation to be disqualified.

3: 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. Contract will be split among up to a maximum of three bidders.

4: 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 of 2:1:1 in case of three bidders and 3:1 in case of two bidders. The number of parallel contracts formed shall be restricted to a maximum of 3 contracts.

5: 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 so on.

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

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

8: Inspections and Tests: ICMR or its designated representative shall inspect the Mobile BSL3+ Laboratories as per the technical specification floated in the tender and issue certificate of conformity. The ordered/ contracted quantity of testing facility can be deployed once ICMR or its designated representative issue certificate of conformity. In case of rejection, ICMR or its designated representative shall issue a detailed deficiency report and will re-inspect the mobile testing facility incorporating the necessary changes within next three days. The option for re-inspection shall only be given once. The entire contract is liable for termination, if a re-offered testing facility is found to have not met the Inspection protocol as per tender technical specification.

The Supplier shall upon giving at least 48 hours advance notice in writing have the right to access and to enter upon the said Unit at all reasonable hours of the day in order to inspect and / or test and / or repair and/or carry out maintenance of the said the said Unit.

9: 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.

10: 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.

11: 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.

12: 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.

13: Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

14: The successful bidder shall furnish Performance bank Guarantee equal to 3% of the contract value in prescribed form, as per enclosed format, within 03 days from the date of issue of Lol/ NoA. PBG shall remain valid for a period of 14 months from the date of issue of Lol/ NoA. PBG shall be furnished in the name of DG, ICMR.

15: Payment: The Lease Rent shall be paid by ICMR on quarterly basis, in advance, by the 7th day of every quarter after deducting TDS, at the rate that may be applicable at the relevant time. ICMR shall forward the relevant TDS Certificates.

Qualification Criteria, Payment Terms and Penalty

1. The Bidder shall have minimum 10 years of experience in Designing and Establishment of Enhanced BSL-3 (BSL3+) Laboratories. (Copy of registration Certificate of the bidder firm shall be submitted)
2. The Bidder shall have successfully executed and completed minimum of 5 projects of Enhanced BSL-3 Laboratories in India.

2(a) Enhanced BSL-3 Laboratory shall mean laboratory features like walk thru shower facility, biosafety doors, steam type effluent decontamination system, double door autoclave, Containment housing for HEPA filters etc. under single contracts.

2(b) Details of works executed and completed by the Bidder shall be submitted indicating the name of the work, location, user department, details of enhanced BSL-3 equipments and systems installed, date of completion/handover and contact details of user/s. Copy of completion/handover certificate shall be submitted for each work. Own certification of works shall not be considered. For the works executed for private sector clients, copy of TDS certificate shall be submitted. ICMR reserves to rights to independently verify the details furnished by the bidder and if any detail/s submitted by the bidder is found incorrect, the bid may be summarily rejected.

2(c) The experience of completed works shall be in the name of Bidder Company. Experience of completed works in Subsidiary/Group Company, Joint Venture Company or as sub-contractor shall not be considered and accepted.

3. The Bidder shall have minimum average Annual Financial Turnover of Rs. 10.00 Crores in the immediate last three financial years ending 31st March' 2020.
4. The net worth of the Bidder should not be negative on 31st March'2020' and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 31st March'2020.
5. The Bidder shall have own manufacturing setup and shall be a manufacturer of Autoclave, Effluent Decontamination System, Containment Housing and other critical components required for high containment laboratories, and shall have capability and capacity to manufacture and deliver the units within the period specified in the tender. Details of manufacturing setup owned by the Bidder shall be submitted indicating the critical equipments and items manufactured in-house for the tendered work with details of laboratories where they have been installed. The location and address of the manufacturing facility owned by the bidder shall be provided.
6. The Bidder shall have a solvency of Rs. 3.00 Crore certified by his Bank. The solvency certificate shall not be more than 1 month old from the date of submission of Bids.

The Bidder shall meet all the above qualification criteria requirements. Bidder Firm not meeting the above requirements shall be disqualified and his Bid/Tender/Offer shall not be considered for further evaluation.

7. Even though the bidders may satisfy the above requirements they are subject to be disqualified, if they have:
 - a. Made misleading or false representation in the statements and enclosures required in the "Bid Document"
 - b. Been blacklisted or debarred by any State/Central Government Department or any PSU during the last 5 years.
 - c. Any other reason as per the decision of the Employer/Bid Evaluation Committee, which shall be final and binding on the Bidder.

8. Bidders have to submit a duly signed Bid securing declaration as mentioned below:

(Name of the bidder) hereby accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, Procurement agency/Purchaser may suspended us for 6 months from being eligible to submit Bids for contracts with Procurement agency/Purchaser.

A Bid without duly signed Bid securing declaration may be rejected by the Procurement Consultant and declared as non-responsive.

9. The Bids shall be checked, evaluated and assessed on their merits in two stage Evaluation Procedure

Stage one: Technical Evaluation in the following 3 sub-steps

a. The first sub-stage shall be checking of **'Bid Security Declaration'**. If the Bid security declaration is not in order, the Bid shall be summarily rejected.

b. The second sub-stage will be evaluation of **'Experience and other Criteria Requirements'**

c. The third sub-stage will be evaluation of **'Technical Bids'**

d. **Stage Two:** The Second stage will be **'Price Bid Evaluation'** of only the technically qualified parties.

10. The Evaluation of Bids will be based on the details and information submitted by the Bidder and the Compliance and conformance of their Technical Bid to the Technical Requirements and Specifications given in the Bid Documents. It may be noted that merely copying the Tender Requirements and Specifications as compliance shall not be accepted.

11. The technical evaluation of Bids will be done through marking system. Based on the documentary evidence and information submitted by the Bidder and verification done, the marking for technical qualification will be done against each of the given attribute, as under:

Sr. No.	Attributes	Maximum Marks	Evaluation and Marking Criteria for compliance and meeting the stipulated requirement
1.0	<p>Work Experience</p> <p>Experience of successful completion of 5 Projects of Enhanced BSL-3 Laboratories in India</p> <p>(to be evaluated as per the details and completion certificate/s submitted by the</p>	30	<p>If Value of all the individual 5 completed works is ? Rs. 6.00 Crore</p> <p>20 Marks</p>

	Bidder)		If Value of at least one completed work is > Rs. 6.00 Crore	30 Marks	
2.0	Financial Strength	20	Average Annual turnover - Rs. 10 Crore (Meets minimum requirement)	10 Marks	
	Average Annual Financial Turnover during immediate last three financial years ending 31st March' 2020 (to be evaluated as per the details submitted by the Bidder duly certified by the CA)		Average turnover - Rs. 20 Crores or above (Twice minimum requirement)	20 Marks	
3.0	Manufacturing Capability	50	If bidder is a manufacturer and has in-house manufacturing capability, experience and has successful installations of following critical items in BSL-3 or higher containment laboratory:		
	If manufacturing setup/ facility owned by the Bidder and critical equipments and components required for the works being manufactured by the Bidder (to be evaluated as per the details and information submitted by the Bidder)		i) Autoclave	10 Marks	
			ii) Steam based Biological Effluent Decontamination System	10 Marks	
			iii) Biosafety Doors	10 Marks	
			iv) HEPA Filters and Containment Housing	10 Marks	

		v) Biosafety Cabinet	10 Marks
	GRAND TOTAL MARKS	100	

In order to qualify for further evaluation of Bids, the Bidder must score minimum total of 80 Marks. Bidder/ scoring less than 70 Marks shall be disqualified and their Price Bid shall not be opened.

12. The Bidder shall submit details of compliance of their bid to the Technical Requirements, Specifications & Drawings to meet the requirements and specifications given in the Tender documents.

13. The Bidders may be called for a detailed explanation of their submitted Technical Bid or for a Technical Presentation before the Technical Committee of ICMR to demonstrate the compliance of their Bid to the Technical Requirements and Specifications given in the Bid Documents, the capability and capacity of the Bidder.

14. **'Financial Price Bids'** of only those bidders shall be opened and considered for evaluation, whose Bid qualifies as per Clause 11 and meet the Technical Requirements evaluated as given under Clause 13, shall have the capacity and capability to execute and complete the Contract. The Decision of the Technical Committee in this regard shall be final and binding on the Bidders.

15. The Bidder offering the Best Technical and Price offer and whose offer is responsive and meets the Bid Requirement shall be considered for Award of Work and Enter into a Rent Lease Agreement with ICMR or Nominated Institute of ICMR.

16. Payment: 100% payment shall be released by ICMR upon satisfying the General Terms and Conditions, and submission of following mandatory documents by the seller to their office: (i) One original and three copies of commercial invoice, indicating Contract number, description of services, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal. (ii) Four copies of Acknowledgement of receipt of services duly approved by service receiver / ICMR. (iii) Bills are to be submitted on quarterly basis. The payment shall be paid by the 7th day of every quarter after deducting TDS, at the rate that may be applicable at the relevant time. ICMR shall forward the relevant TDS Certificates.

17. Delivery Period:

The successful bidder shall complete the works as per following schedule:

TOTAL Quantity Required on Lease Rent Basis - 4 Units

1st Laboratory Complete and Ready to use - Within 2 Months from the date of Award.

2nd No. Complete and Ready to use Units - Within 3 Months from the date of Award.

3rd and 4th Complete and Ready to use Units - Within 6 Months from the date of Award.

18. 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 ₹ 1,000/- per day from performance security amount or part thereof of the delivered price of the delayed Goods or unperformed Services. 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 bidder.

19. Form-1 to Form-6, Format of Performance Security Bank Guarantee, Acknowledgement of Receipt of Services, AFFIDAVIT FOR PAYMENT and LEASE RENT AGREEMENT may be downloaded from HITES website i.e. <http://hllhites.com>.

15. Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable

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](#)

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---