

Corrigendum 01

Bid Number: GEM/2020/B/841492 Dated: 19-10-2020

Item Name: Rapid Antigen Test Kits for Novel Corona Virus (SARSCoV-2/COVID-19)

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 NIMR, Dwaraka.

2: The hardcopy instruments of Earnest Money Deposit have to reach the office of HITES, Noida within 5 days of bid submission end date. The Bidder shall furnish, as part of its bid, a receipt of payment through Bank Guarantee/ Banker's Cheque/ FDR/ Demand Draft/ NEFT/ RTGS 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

3: 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.

4: 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 firm's participation to be disqualified.

5: 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.

6: 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.

7: 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.

8: 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.

9: 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.

10: 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.

11: 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.

12: 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.

13: 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.

14: 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.

15: 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;

16: 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.

17: 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.

18: 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.

19: 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.

20: Consignee details: (i) National Institute of Malaria Research, Sector 8, Dwaraka, New Delhi, Delhi-110077

21: 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.