

### Bid Document

Bid Details	
Bid End Date/Time	07-05-2021 15:00:00
Bid Opening Date/Time	07-05-2021 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (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	1600000
Item Category	Real Time PCR (Polymerase Chain Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19)
Minimum Average Annual Turnover of the Bidder	128 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) *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
Time allowed for Technical Clarifications during technical evaluation	3 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:**

HITES

HITES, Department of Health and Family Welfare, HLL INFRA TECH SERVICES Limited, Ministry of Health and Family Welfare  
(Ceo Hites)

**Splitting**

Bid splitting not applied.

**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. 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.
6. 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.

**Real Time PCR (Polymerase Chain Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19) ( 160000 Test )**

Brand Type	Registered Brand
------------	------------------

## Technical Specifications

\* [As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
GENERAL FEATURES	<b>Product Description</b>	Real Time PCR (Polymerase Chain Reaction) Combo Kit for Novel Coronavirus (SARS-CoV-2/COVID-19)
PRODUCT INFORMATION	<b>Detection Type (in-vitro)</b>	Qualitative
	<b>Testing Principle</b>	One-step RT-PCR
	<b>Number of viral gene targets on which test is based</b>	2 or more
	<b>Screening Assay</b>	NA
	<b>Confirmatory assay</b>	NA
	<b>Target genes detection</b>	N gene specific to SARS-CoV-2, RdRp gene specific to SARS-CoV-2, E gene for all of Sarbecovirus including SARS-CoV-2, S gene of SARS-CoV-2, ORF gene of SARS-CoV-2, Multiplex detection in single tube should have at least 2 genes of the following: E/ORF/RdRP/N/S genes of SARS-CoV-2, along with human housekeeping gene or exogenous control as the internal control. Probe for each gene should have separate dye/fluorophore so that the result for each gene can be read individually
	<b>Test compatible with</b>	Upper Respiratory Specimens (Nasopharyngeal Swabs & Oropharyngeal Swabs), Lower Respiratory Specimens (Sputum), Anterior Nasal Swabs, Mid-Turbinate Nasal Swabs, Nasal Washes, Nasal Aspirates, Broncho alveolar lavage fluid (BALF), Suitable for in-vitro qualitative detection of SARS-CoV-2 nucleic acids in throat (oropharyngeal) swabs, nasopharyngeal swabs, anterior nasal swabs, mid-turbinate nasal swabs, nasal washes, nasal aspirates and broncho alveolar lavage fluid (BALF) from individuals who are suspected of COVID-19
	<b>Result Time</b>	90 - 120 minutes
	Sensitivity	95.0 - 100.0 Or higher
	Specificity	99.0 - 100.0 Or higher
	<b>Reagent included in the kit</b>	Primer, Probe, enzymes, internal control, positive control and negative control
	<b>Type of Fluorescent Probe used for the detection</b>	RT-PCR Kit for detecting SARS-CoV-2 should use fluorescent probe based TaqMan chemistry with multiplex reactions in a single tube. Probes should have reporter dyes in the range of spectral separation to have compatibility with common RT-PCR machines available. Probe for each gene should have separate dye/fluorophore so that the result for each gene can be read individually
<b>Control provided with each pack of kit</b>	Internal control which validates sample quality, RNA extraction and RT PCR reaction, Positive control, Negative control, Internal control which validates sample quality	
<b>Compatibility with Real Time PCR System</b>	Open	
PACKAGING	Pack Size of the Kit	100 Tests or Rxn
CERTIFICATIONS & REPORTS	Availability of Test report of each batch of the product to prove the conformity to the declared specification	In house Test report from the manufacturer, Test Report from NABL Accredited Lab
	Manufacturer facility certifications	ISO:13485 (Latest)

	Product Certifications/Approval	Kit evaluated and validated by ICMR-NIV-Pune or equivalent institute of ICMR, Kit evaluated and validated by ICMR-NIV-Pune or any other designated ICMR validation institute
SHELF LIFE	<b>Shelf life from the date of manufacture (in months)</b>	12, 18, 24 Or higher
ADVANCE SAMPLE	Agree to provide advance sample of the product for buyer's approval before commencement of supply in case of bidding	Yes

**Additional Specification Parameters - Real Time PCR (Polymerase Chain Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19) ( 160000 Test )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Target genes detection (Golden Parameter)	Multiplex detection in single tube should have at least 2 genes of the following: E/ORF/RdRP/N/S genes of SARSCoV- 2, along with human housekeeping gene or exogenous control as the internal control. Probe for each gene should have separate dye/fluorophore so that the result for each gene can be read individually
Test compatible with (Golden Parameter)	Suitable for in-vitro qualitative detection of SARS-CoV-2 nucleic acids in throat (oropharyngeal) swabs, nasopharyngeal swabs, anterior nasal swabs, midturbinate nasal swabs, nasal washes, nasal aspirates and broncho alveolar lavage fluid (BALF) from individuals who are suspected of COVID-19

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Arundhati Kandwal	201307,B 14A, Sector 62, Noida	1600000	30

**Buyer Added Bid Specific Additional Terms and Conditions**

1. Make in India specific authorisation certificate needs to be enclosed.
2. 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.
3. 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.
4. 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.

5. **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 years as indicated 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 year. In case of bunch bids, the primary product having highest value should meet this criteria.
6. **PAST PERFORMANCE CRITERIA**: In respect of the filter applied for Past Performance Criteria, the Bidder or its OEM {themselves or through reseller(s)} should have supplied same or similar Category Products for quantity as indicated in the bid document, in at least one of the last three years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts to be submitted along with bid in support of quantity supplied in the relevant year.
7. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
8. **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.
9. 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.
10. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
11. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
12. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
  - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
  - b. Execution certificate by client with order value.
  - c. Any other document in support of order execution like Third Party Inspection release note, etc.
13. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
14. 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.
15. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
16. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
17. **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.
18. 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.
19. **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.**
20. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
21. Buyer Added Bid Specific Additional Terms and Conditions

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. Interested bidders are required to sign "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be

suspended for the period of 6 months from being eligible to submit Bids for contracts with the entity that invited the Bids.

3.3. Eligibility: (i) The Bidder should have certificate / License from DCGI for Manufacture of the indented items as per the Medical Device Rules, 2017. However, in case it does not have, the same may be obtained parallelly before issuance of Purchase Order.

(ii) The bidders must quote a minimum of 10% of the tendered quantity for being eligible.

(iii) The bidder should have experience of supply of Medical Diagnostic

Equipment's/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.

(iv)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.

(v) 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: An OEM can either participate directly or can only authorize one bidder to quote on their behalf. In case of submission of multiple offers by an OEM, directly or through its authorized agent(s), all such offers are liable to be rejected.

5. 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.

6. 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, and 50:30:20 in case of three bidders. The number of parallel contracts formed shall be restricted to a maximum of 5 contracts.

7: 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 bidders. 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.

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

9. 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.

10: Inspections and Tests (Post Dispatch): 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.

11: Inspections and Tests (Post Dispatch): 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. Detailed Inspection Protocol will be as per guidelines issued ICMR in its website.

12. 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.

13. 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.

14. 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.

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.

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.

15. 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.

16. 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.

17. 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: Consignee and GSTIN, Contract number, Credit 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. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

18. 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 Analysis Report of drugs and pharmaceuticals of the Manufacturer. (v) Any other/ additional procurement-specific document(s) for delivery/ payment purposes.

19. 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.

20. 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.

21. 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

22. 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.

23. Required Delivery Schedule: The delivery of the goods are to be made within 30 days of placement of notification of award. Eachbatch size should be a minimum of one lakh test kits, and the entire batch is to be delivered to asingle consignee. A batch (of one lakh test kits) can only be distributed among the consignees with requirement of less than one lakh test kits.

24. Consignee details:The details of the consignee and their GSTIN details will be provided at the time of issue of Purchase Order.

25. 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.

## 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---**