

Corrigendum 01 in GeM portal

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: Earnest Money Deposit: The Bidders shall submit their EMDs' in proportion to their offered quantity. For instance, if a bidder has to offer 10% of tendered quantity, then the EMD to be submitted shall be 10% of the EMD as per bidding document. The hardcopy instruments of Tender Processing Fee and Earnest Money Deposit have to reach the office of HITES, Noida within 5 days of bid submission end date.

3: 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

4: 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.

5: Eligibility: (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.

6: 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.

7: 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.

8: 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.

9: 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.

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

11: 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.

12: 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

13: 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.

14: 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.

15: 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.

16: 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.

17: 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.

18: 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.

19: 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.

20: 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.

21: 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: National Institute of Malaria Research, New Delhi (GSTIN - 07AAEAT4818Q3ZS)/ National Institute for Research in Reproductive Health, Mumbai (GSTIN - 27AAEAT4818Q1ZS)/ National Institute of Cholera and Enteric Diseases, Kolkata (GSTIN - 19AAEAT4818Q1ZP)/ National Institute for Research in Tuberculosis, Chennai (GSTIN - 33AAEAT4818Q1ZZ)), 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;

22: 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.

23: 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.

24: 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.

25: 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

26: 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

27: Required Delivery Schedule: The delivery of the goods are to be made within 30 days of placement of notification of award. The delivery of the Goods shall be supplied to ICMR specified locations in New Delhi, Mumbai, Chennai, Kolkata. Each batch size should be a minimum One Lakh test for RT PCR Kit and the entire batch of One Lakhto be delivered at one depot rather than distributing amongst different depots. ICMR will inform to which depot the bidder has to deliver the kits. The supply line /schedule will be as per decision of ICMR/Buyer which will be indicated at the time of issuing the purchase order.

28: Consignee details: (i) National Institute of Malaria Research, Sector 8, Dwaraka, New Delhi, Delhi 110077 (ii) National Institute for Research in Reproductive Health, J. Merwanji St, Parel East, Parel, Mumbai, Maharashtra 400012 (iii) ICMR-National Institute for Research in Tuberculosis, No.1, Mayor Sathiyamoorthy Road, Chetpet, Chennai - 600 031 (iv) National Institute of Cholera and Enteric Diseases, P-CIT Scheme XM, 33, CIT Rd, Subhas Sarobar Park, PhoolBagan, Belegkata, Kolkata, West Bengal 700 010 OR any other consignee as required by ICMR.

29: 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.