



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3806556  
Dated/दिनांक : 09-08-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-08-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-08-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health Research
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)
Office Name/कार्यालय का नाम	Icmr National Institute For Research In Reproductive Health, Mumbai
Item Category/मद केटेगरी	Custom Bid for Services - Annual Maintenance Service Contract AMSC of DNA Analyzer 3730XL
Contract Period/अनुबंध अवधि	1 Year(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover *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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	500000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
-------------------	----

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
-------------------	----

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	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" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Scope of Work:**[1691566726.pdf](#)

**Service Level Agreement (SLA):**[1691566730.pdf](#)

**GEM Availability Report ( GAR):**[1691566806.pdf](#)

**Payment Terms:**[1691566832.pdf](#)

**Custom Bid For Services - Annual Maintenance Service Contract AMSC Of DNA Analyzer 3730XL ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Annual Maintenance Service Contract AMSC of DNA Analyzer 3730XL
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Gurunath Manohar Darpe	400012,NATIONAL INSTITUTE FOR RESEARCH IN REPRODUCTIVE HEALTH JEHANGIR MERWANJI STREET, PAREL MUMBAI 400012 MAHARASHTRA	1	N/A

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

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. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1) The Preventive Maintenance service has to be done only during the Office hours i.e., 9:00 am to 05:30p m on working days. ICMR - NIRRCH may permit servicing on closed holidays or out of office hours as per requirement. ICMR-NIRRCH is not responsible for any disability or casualty caused to workers/ service engineer while performing the services and no claim for any payment on compensation on such ground will be entertained.
- 2) If any fire/ damage or any type of mishappening occurs while maintenance/servicing of equipment(s) in ICMR-NIRRCH premises, the successful bidder will indemnify all the expenses occurred on this account.
- 3) The servicing may be carried out in the Institute as far as possible and shall be executed without any loss or damage to the ICMR-NIRRCH properties.
- 4) No advance payment will be made in any case.
- 5) AMC payment will be done after end of one quarter and after the service is certified as satisfactory by the in-house Technical Officer Instrumentation and HOD of the end user department.
- 6) Each payment will be subject to Tax Deduction at Source (TDS) at the rate applicable from time to time.
- 7) ICMR-NIRRCH will not provide any transportation and accommodation for the Engineers / representatives for attending services and have to make their own arrangements.
- 8) The contract may be terminated at any time by either party provided reasonable justification given in writing with 03 months prior notice. However, in case of non-compliance of terms and conditions, the contract may be terminated by the Director without any notice.
- 9) Any dispute arising out of this contract will be settled amicably between the parties.

10) All disputes are subject to the exclusive jurisdiction of competent court / forum in Mumbai, India only).

11) No other condition of the firm is acceptable

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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 specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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 governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



**icmr** | **NIRRH**  
INDIAN COUNCIL OF MEDICAL RESEARCH | NATIONAL INSTITUTE FOR RESEARCH IN REPRODUCTIVE AND CHILD HEALTH

ICMR - National Institute for Research In Reproductive and Child Health

Jahangir Merwanji Street, Parel, Mumbai - 400012

Department of Health Research, Ministry of Health & Family Welfare, Govt. of India

Phone: 022-2419 2134 / 2135 Email: stores@nirrh.res.in

## Details of Annual Maintenance Service Contract (AMSC) of DNA Analyzer 3730XL of the ICMR-NIRRH

Srl No	Description of Eqpt	Make/Model	Qty	Deptt	Sr No
1	DNA analyzer 3730XL	THERMO Applied bio	1	MOL ENDO	23172-004

Prospective Bidders may visit the ICMR-National Institute for Research in Reproductive and Child Health, J. M. Street, Parel, Mumbai-400012 and inspect the equipments prior to submission of bid

## **Scope of work for Annual Maintenance Service Contract (AMSC) of DNA Analyzer 3730XL of the ICMR-NIRRH**

1. AMC include the labour charges. Spare required will be charged as actual.
2. Two PM visits in one year and ALL breakdown calls. On all days includes bank holidays and weekends also.
3. Service call to be attended on the same day when call is registered.
4. Technical support on site as well as online/on phone.
5. PM preventive maintenance includes lubrication, periodic maintenance activities, tuning and calibration, functionality checks and filters cleaning all the activities related to satisfactory performance of equipment.
6. Nonfunctional parts to be replaced with new genuine/Original parts. The defective parts can be picked up by AMC holder company arranging for transport cost/packing etc.
7. Consultation or training to assist customers development/Analysis of software, protocols to be provided by AMC holder company Engineer.
8. The AMC provider company will visit and inspect the machine thoroughly and check the functionality after that they will quote the charges for AMC contract.
9. Machine AMC has to be taken over in as it is condition and should be handed over at the end of contract period in fully functional condition. Before, quoting the AMC charges a site visit is must to ascertain the working condition of equipment before entering into AMC.
10. The AMC holder company will tie up with the OEM company for replacement of faulty parts with genuine certified parts only.
11. Service to be provided 24X7 all 365 days in a year.
12. AMC payment will be done after end of one quarter and after the service is certified as satisfactory by the in-house Technical Officer Instrumentation and HOD of the end user department.



13. If service is delayed from AMC provider company or supply of non functional part is delayed then that amount of time period will be extended in AMC time period without any additional cost to Institute.
14. AMC holder company will bear all the charges for transportation, taxes, freight, customs clearance, custom duty, any new taxes due under any law for supply of spares imported make or indigenous.
15. The AMC provider company will not subcontract this to some third party.
16. The AMC holder company should have a service setup located within Mumbai region.
17. AMC will include one time calibration charges for temperature and physical parameters mandatory for GLP certifications.

## **Bid Specific Terms and Conditions**

1. Generic OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 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 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. Buyer Added Bid Specific ATC Buyer Added text based ATC clauses
  - 1) The Preventive Maintenance service has to be done only during the Office hours i.e., 9:00 am to 05:30pm on working days. ICMR - NIRRH may permit servicing on closed holidays or out of office hours as per requirement. ICMR-NIRRH is not responsible for any disability or casualty caused to workers/ service engineer while performing the services and no claim for any payment on compensation on such ground will be entertained.
  - 2) If any fire/ damage or any type of mishappening occurs while maintenance/servicing of equipment(s) in ICMR-NIRRH premises, the successful bidder will indemnify all the expenses occurred on this account.
  - 3) The servicing may be carried out in the Institute as far as possible and shall be executed without any loss or damage to the ICMR-NIRRH properties.
  - 4) No advance payment will be made in any case.
  - 5) AMC payment will be done after end of one quarter and after the service is certified as satisfactory by the in-house Technical Officer Instrumentation and HOD of the end user department.
  - 6) Each payment will be subject to Tax Deduction at Source (TDS) at the rate applicable from time to time.
  - 7) ICMR-NIRRH will not provide any transportation and accommodation for the Engineers / representatives for attending services and have to make their own arrangements.
  - 8) The contract may be terminated at any time by either party provided reasonable justification given in writing with 03 months prior notice. However, in case of non-compliance of terms and conditions, the contract may be terminated by the Director without any notice.
  - 9) Any dispute arising out of this contract will be settled amicably between the parties.
  - 10) All disputes are subject to the exclusive jurisdiction of competent court / forum in Mumbai, India only).
  - 11) No other condition of the firm is acceptable