

Bid Document

Bid Details	
Bid End Date/Time	05-12-2022 19:00:00
Bid Opening Date/Time	05-12-2022 19:30:00
Bid Offer Validity (From End Date)	165 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health Research
Organisation Name	Indian Council Of Medical Research (icmr)
Office Name	Indian Council Of Medical Research
Total Quantity	12
Item Category	Portable Mobile Lab with power backup (Q2) (PAC Only)
Minimum Average Annual Turnover of the bidder (For 3 Years)	29 Lakh (s)
Years of Past Experience Required for same/similar service	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) *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	50 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	26

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Director General, ICMR
Indian Council Of Medical Research, Department of Health Research, Indian Council of Medical Research (ICMR),
Ministry of Health and Family Welfare
(Director General, Icmr)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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Details of the Competent Authority approval for PAC

Competent Authority Approval document for PAC : [View Document](#)

Name of Competent Authority	Dr. Bontha V Babu
Designation of Competent Authority	SCIENTIST 'G' & HEAD SB&HSR
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	2022-09-23 00:00:00
Brief Description of the Approval Granted by Competent Authority	A similar article is not manufactured/ sold by any other firm, which could be used in lieu

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. 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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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. 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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

Portable Mobile Lab With Power Backup (12 pieces) (Under PAC)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Make	accuster
Model	accusterlabikewithbike

Brand Type	Registered Brand
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Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)
GENERAL	Type of Portable mobile Lab	Portable Compact Mobile Lab with Motor Bike
	Cuveettes stand provided	Yes
	warranty on Product	1
	Power back up Duration (HOURS)	7
	Incubation unit provided	Yes
	Microtips provided	Yes
	Free Service Available	Yes
	Number of Free Services	1
	Number of investigation the kit can perform	76
	Microtip box provided	Yes
	Micropipettes provided	Yes
	Cuvettes provided	Yes
	Number of Centrifugation units provided in the kit	1
	Centrifugation unit Provided	Yes
	Bio-Chemistry Analyzer provided	Yes
	Number of units of Bio Chemistry analyzer provided with Kit	1, 2, 0 Or higher
	Portable Fridge/ Cold Storage for maintaining reagents at 2 to 8 degree C	Yes
	Microscope Provided	Yes
	Portable PC based ECG 12 lead provided	Yes
	Portable Tri- Foldable BMI (Body Mass Index) with bluetooth app, battery operated with Carry Bag	Yes
External Battery Packs	Yes	
Satellite Control Application provided for Data Collection and to access location	Yes	

Specification	Specification Name	Bid Requirement (Allowed Values)
FUNCTIONAL FEATURES	Weather Kit Performs Serology Test- Widal, IgM, Malaria Antigen, Dengue NS1 Antigen, HBSAG, HCV, VDRL, RA Factor, CRP, Pregnancy (UPT), Semen Analysis, Semen Fructose	Yes
	Weather Kit performs Lipid Profile test- HDL, LDL, VLDL, Tri glyceride, HDL/LDL Ratio, Cholestrol HDL ratio, Cholestrol, CK_MB	Yes
	Weather Kit performs Liver Function Test- Albumin Test, Alkaline Phosphate, Direct Bilurubin, Indirect Bilurubin, Total Biliurubin, AST (SGOT), ALT (SGPT), Total Protein, Gloublin, Albumin/Gloublin Ratio, ALP	Yes
	Weather Kit Performs Urine Test- Leukocyte, Nitrite, Bilinogen, Protein, PH, Blood, Specific Gravity, Ketone, Biliurubin, Glucose, Appearance, Color, Reaction, Quantity, Bacteria	Yes
	Weather Kits perform Hematology Test- Hemoglobin, RBC, PCV, MCV, MCH, MCHC	Yes
	Weather Kit performs Electrolytes Test- Sodium, Potassium, Chloride, Phosphorus, Calcium, Magnesium	Yes
	Weather Kit perform Sugar (Glucose) test- Fasting, random, PP	Yes
	Weather kit perform Kidney Function Test- Creatanine, Urea, Uric Acid, BUN, EGFR	Yes
	Weather kit perform Body Mass Index Test	Yes
	TECHNICAL FEATURES	Type of Charging Facility
Data Recorder/ Mini Laptop provided		Yes
Patient Data Management software provided		Yes
MOTORBIKE SPECIFICATIONS	Minimum Motobike Engine Capacity (cc)	150

Specification	Specification Name	Bid Requirement (Allowed Values)
	Engine Type	Single cylinder 4 stroke air cooled
	Fuel Type	Petrol
	Fuel Tank capacity (Ltrs)	12
	Transmission Type	Manual
	Number of Gears	5
	Motorbike Emission Compliance as per latest Emission Norms	BS-IV
	Authorization from Motor Cycle manufacturer for modification in Motorcycle if done by assembler for required parameter	Yes
	Vehicle starting	Kick and Self Start
	Type of Vehicle Tyre	Tubeless
	Front Vehicle Brake	Disc Brake
	Rear Vehicle Brake	Drum Brake
	Motorbike Certification from ARAI/VRDE/ICAT	Yes
	Warranty Time of Bike (Months)	24
	Warranty Distance (Km) unlimited during warranty period	NA
	Certifications available for motorbike	RC

Additional Specification Parameters - Portable Mobile Lab With Power Backup (12 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
General: Accessories & spares including in standard pack	Portable fridge, Microscope, Portable PC-Based ECG-12 Lead, Portable BMI, Portable BP, Internal In-built Battery, External In-built battery, Solar Panel, Bio-chemistry and Hematology Reagents, Quality control Material- L1 & L2, Serology Rapid Test kits, 2 Side cabins, 1 Top cabin, Ultra Portable Tent House, Satellite Control, PMS, Charging Cable, USB data cable
Technical Specification of the Centrifugation Unit provided	Fixed Angel Rotors- 8X1.5ml, Adapter-0.2ml &0.5ml Tubes, Safety Provision Lid Interlocking, Speed-6000rpm, Slots For Centrifuge Tube- 8 + Adapter of 16, Dimensions- Height- 128mm, Diameter- 131.5mm

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specification of BioChemistry Analyzer provided	Wave Length Range- 340-650 Nm, Calibration- Multi Point Calibration, Measuring Modes Transmission, Absorbance, Photometric Accuracy- Upton 3 Decimal Places, Optical System- Silicon Photodiode, Display- Bright Green LCD Display, Keyboard- Soft Push Membrane Type, Measurement Range 0.001 To 2.300Abs, Patented Solid State Chip Based LED Which Has Long Life, No Lamps Are Used Thus Reduced Running Expenses and Maintenance. Very Low Power Consumption Light Filters- No Filters Used
Technical Specification of Incubation Unit provided	Heating Material- Mica, Heating Controller- PID Controller, Sensor Calibration- Simple At User End, Dimensions- Diameter- 155.5mm, Height 80mm, Capacity- 25 Samples At One Time
Model of Motorbike	Bajaj pulsar/Hero Achiever/ Yamaha FZ/ Honda Unicorn/ TVS Apache

* 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	Aneesh Vyas	110029, INDIAN COUNCIL OF MEDICAL RESEARCH V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, NEW DELHI	12	20

Buyer Added Bid Specific Terms and Conditions

1. Make in india specific authorisation certificate needs to be enclosed.
2. **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.

3. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

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.

5. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

6. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

7. Generic

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

8. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

9. Generic

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.

10. Generic

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.

11. Turnover

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.

12. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

13. Certificates

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. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Director General, ICMR payable at Delhi. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

15. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Director General, ICMR A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

16. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Tender Inviting Authority: This tender enquiry for procurement of Labike is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at the following six sites (two per site):

(a) Sher-e-Kashmir Institute of Medical Sciences, Soura, Srinagar

(b) Guwahati Medical College, Assam

(c) Gandhi Medical College, Bhopal

(d) Chettinad Hospital and Research Institute, Chettinad Academy of Research and Education, Kelambakkam, Chennai

(e) AIIMS, Patna

(f) Dept. of Community Medicine IMS, BHU

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 forbids 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. Eligibility: The Bidder must be a Manufacturer or its authorized Agent.

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 firms' participation to be disqualified.

5. ICMR 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.

6. 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, The Supplier may have an independent quality test conducted and the cost of such tests will be borne by the Supplier. b. Inspection of goods shall be carried out by representative of ICMR and they will issue an acceptance certificate.

7. Packing: (a) 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 (b) 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. (c) Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch.

8. Payment: 100% payment shall be made after receipt of complete goods/equipment in good condition, acceptance and successful installation of goods/equipment and subject to submission of Performance Bank Guarantee. This payment is subject to recoveries, if any, either on account of statutory deduction/ taxes/ Liquidated Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or otherwise. The firm is required to submit the following documents to ICMR Hqrs for payment:

(a) Copy of Purchase Order;

(b) Copy of Extension Order (if any);

(c) Invoice in original showing contract number, goods description, quantity, unit price and total amount;

(d) Installation Report in original duly signed and sealed by the authorized officer of the consignee;

(e) Acknowledgement of Receipt of Goods issued by the ICMR Institute/ Center;

(f) Performance Bank Guarantee

9. Settlement of Disputes:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

10. Consignee details (Place of Delivery, Installation, Commissioning) – 02 No. per site

(a) Sher-e-Kashmir Institute of Medical Sciences, Soura, Srinagar

(b) Guwahati Medical College, Assam

(c) Gandhi Medical College, Bhopal

(d) Chettinad Hospital and Research Institute, Chettinad Academy of Research and Education, Kelambakkam, Chennai

(e) AIIMS, Patna

(f) Dept. of Community Medicine IMS, BHU

11. 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 in the following manner:

(a) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

(b) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

(c) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in favour of Indian Council of Medical Research, covering all risks basis for the goods from supplier/ manufacturer warehouse to consignee warehouse.

12. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidity damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract. 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 Supplier.

13. GST will be applicable as per the latest Gol notification.

14. It is for general information of Aspirant Manufacturer/ Dealer/ Distributor to submit their representation, if any, on proprietorship of this goods in terms of Rule 166 (i) of GFR, 2017. In case, the product of any other Manufacturer/ Authorized Distributor/ Dealer conforms to the enclosed specifications, they may submit their proposal for the supply of same Labike along with the following:- (a) Brochure (b) Point-by-point compliance of the enclosed specifications, along with all relevant documentary evidence. The representation should be sent to The Director General, ICMR, New Delhi on cpcicmr@gmail.com so as to reach on or before 04.11.2022 up to 11:00 AM, failing which it will be presumed that no any other bidder is interested to offer comments/ objection and case will be decided accordingly on its merit.

15. Warranty period of "Portable Mobile Lab with power backup" should be 2 years.

16. Registration & insurance of Bike will be the responsibility of the bidder.

17. Bidder has to provide details of components of the local content in quoted equipment and inform the level of collaboration/ joint venture/ etc with the Indian firm with location of the office for manufacturing this equipment in India as per Government of India - Make in India (MII) norms/ policy.

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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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---