

11-05-2020

**Amendment No 01**

**Sub: Amendment to the referred tender enquiry**

**Ref.: Tender Enquiry Document HITES/PCD/ICMR/COVID-19/01/2020-21 dated 08-05-2020.**

**Clarification No. 01 dated 09-05-2020**

**Corrigendum dated 09-05-2020**

The following Amendments shall be read along with the above referred tender enquiry.

**SECTION - II**  
**INSTRUCTIONS TO BIDDERS**

**3. Eligibility**

**Existing:**

3.10 The average annual turn-over of the bidder shall be a minimum of the amount indicated in below tabulation for the last 3 financial years. The same shall be certified by a Chartered Accountant.

**Read as:**

3.10 The average annual turn-over of the bidder shall be a minimum of the amount indicated in below tabulation for the last 3 financial years **(2016-17, 2017-18, 2018-19)**. The same shall be certified by a Chartered Accountant.

**4 Documents Establishing conformity of Goods and Services to Bidding Documents**

**Existing:**

4.1 (d) that it has achieved an actual annual production of similar goods of the quantity at least equal of the quantities as specified in relevant schedule in "Section III Schedule of Requirements" during any one of the last three (3) financial years; certified by chartered accountant. A copy of the achieved annual production rate certified by Chartered Accountant should be submitted.

**Read as:**

4.1 (d) that it has 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**; certified by chartered accountant. A copy of the achieved annual production rate certified by Chartered Accountant should be submitted.

**18. Preparation and Submission of Bids**

**Added Para to existing clauses:**

The formats (in .xls) for filling-up the compliance to the Technical Specifications and Commercial Terms and Conditions have been uploaded along with this Amendment. The bidders shall download

these documents and fill in all the requisite information. After filling the formats (in .xls), the same shall be converted to PDF format and the same shall be uploaded along with other essential documents part of the bid in PDF format. The space provided under the “Other Documents” head in the tender cover may be used for uploading the Technical and Commercial Compliance Statements in PDF format along with other supporting bid documents.

The Price Format (in .xls) is also uploaded along with this Amendment. The bidder shall download the same, fill in the prices and upload the Price Bid as per the instruction provided in the *Preparation and Submission of Bids* section of the tender document.

### **33. Performance Security**

#### **Existing:**

- 33.1** The successful bidder shall furnish Performance bank Guaranty equal to 10% of the contract value in prescribed perform as per Section V (form 5) within 03 days from the date of issue of LOA.

#### **Read as:**

- 33.1** The successful bidder(s) shall furnish Performance bank Guaranty equal to 10% of the contract value/ **5% of the contract value (in case of NSIC/MSME/Start-up India vendors)** in prescribed performa as per Section V (form 5) within **03 working days** from the date of issue of LOA. **The Performance Bank Guaranty shall remain initially valid for a period of 12 months from the date of placement of order and, remain valid for a period of at least two months beyond the date of expiry of shelf-life of the supplies, whichever is later.**

## **SECTION - III** **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **9. Inspections and Tests**

#### **Added Para to the existing clause**

**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. Delivery and Documents**

#### **Existing:**

- a. Documents to be submitted to procurement agency:-
  - Four copies of Proof of Dispatch (POD), showing Procurement agency as Procurement agency as ICMR-ICMR under Ministry of Health & Family Welfare, Government of India. Through ICMR authorized Procurement Agent of the Procurement agency; (Place of supply New Delhi/Mumbai/Kolkata/Chennai) and delivery up to final destination as stated in the Contract
  - One original and three copies of the manufacturer's or Supplier's Warranty certificate covering all items supplied

**Read as:**

- a. Documents to be submitted to procurement agency:-
- Four copies of Proof of Dispatch (POD), showing Procurement agency as **M/s HITES on behalf of ICMR-ICMR under Ministry of Health & Family Welfare, Government of India for delivery up to final destination as stated in the Contract i.e. New Delhi/Mumbai/Kolkata/Chennai on FOR destination basis.**
  - Deleted

**15. Payment**

**Existing:**

15.1 The method and conditions of payments to be made to the supplier shall be paid upon under this contract shall be as follows:-

- a. On Receipt: the payment shall be made on the proportionate basis in line with the delivery schedule prescribed in Clause 11.1 of GCC. The payment shall be paid within 15 days of submission of documents specified in GCC Clause 11 along with the Acknowledgement of receipt of Goods (Form 8 of the bid document) through ECS of the bank.

**Read as:**

15.1 The method and conditions of payments to be made to the supplier shall be paid upon under this contract shall be as follows:-

- a. On Receipt: the payment shall be made on the proportionate basis in line with the delivery schedule prescribed in Clause 11.1 of GCC. The payment shall be paid within 15 days of submission of documents specified in GCC Clause 11 along with the Acknowledgement of receipt of Goods (Form 8 of the bid document) through ECS of the bank.

The documents to be submitted as per GCC Clause 11 for payment are as follows:

- One original and three copies of commercial invoice, indicating Procurement agency as M/s HITES; (Place of supply: New Delhi/Mumbai/Kolkata/Chennai), the Contract number, credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- Four copies of Proof of Dispatch (POD), showing Procurement agency as M/s HITES on behalf of ICMR-ICMR under Ministry of Health & Family Welfare, Government of India for delivery up to final destination as stated in the Contract i.e. New Delhi/Mumbai/Kolkata/Chennai on FOR destination basis.
- One original & 3(three) copies of Acknowledgement of receipt of Goods/Final Acceptance Certificate by the Consignees, as per the format.
- Four copies of packing list identifying contents of each package
- Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)
- Four copies of Internal Test Analysis Report of drugs and pharmaceuticals of the Manufacturer
- Four copies of notification of the local tax authority in support of rate of tax indicated

- in invoice
- Any other/additional procurement-specific document(s) as required for delivery/payment purposes.
  - A declaration that the supplier has not supplied the same goods as given in the contract at lesser unit prices to any other party during the currency of the contract

## 21. Liquidated Damages

### **Existing:**

21.1 Subject to GCC Clause 23, 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 performance security amount per week or part thereof 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 pursuant to GCC Clause 22.

### **Read as:**

21.1 Subject to GCC Clause 23, 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 pursuant to GCC Clause 22.

## 26. Settlement of Disputes

### **Added Para to existing clauses:**

- 26.2 (a) 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.
- 26.2 (b) 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.

**SECTION IV**  
**Technical Specifications**

The revised technical specification after the pre-bid is as furnished below:

**Item Sl. No. 01**  
**Viral Transport Medium**

- Two separately packed sterile synthetic fibre swabs (nylon, polyester, rayon, or dacron) with plastic shafts or wire shaft (flexible shaft).
- 10-15 ml volume screw-cap, leak-proof tubes containing 2-3 ml viral transport medium (VTM)
  - Vial should have labelling stickers
  - VTM should contain protective antibiotics, antifungal agents to control microbial contamination and buffer to stabilize the pH
  - The pH should be  $7.3 \pm 0.3$  and the VTM should have pH indicator.
  - The medium should contain a cryoprotectant to preserve the viruses, if specimens are frozen for prolonged storage.
  - The medium should be stable at room temperature.
  - Should be European CE-IVD or US-FDA, if not should be validated and approved by any of the ICMR validation centres

**Item Sl. No. 02**  
**Viral RNA Extraction**

- Kit should work with silica membrane column or magnetic bead-based technology allowing extraction of Viral RNA from Human Samples (Plasma, CSF, Urine, Other cell-free body fluids and Cell-culture supernatants)
- Should be able to process sample volume from 25 µl to 300 µl and elution volume from 30 to 100 µl.
- The kit should use spiking with carrier RNA to enhance quantity of eluted viral RNA
- Recovery of the Viral RNA should be more than equal to 85%
- Process of extraction may involve either centrifugation steps or magnetic stand based Magnetic Bead separation
- Time per batch (at least 24) extraction should be less than 60 min
- The extraction kit should be compatible with manual and/or automated platforms
- Should be European CE-IVD or US-FDA, or should be validated by any of the ICMR validation centres
- Magnetic stands- with capacity of minimum 16 tubes
- Thermal Shaker- 24 sample holder of 1.5ml-2ml tubes, with 1000-1500rpm, and temperature up-to 100°C

**Item Sl. No. 03**  
**RT- PCR kits for COVID-19 detection**

- 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
- Should be European CE-IVD or US-FDA approved, if not, should be validated and approved by any of the ICMR validation centres
- Company should have obtained marketing licence for RT-PCR test kits from the Drug Controller General India or it may be parallel obtained.
- The Real-Time Fluorescent RT-PCR Kit for Detecting SARS-CoV-2 should use fluorescent probe based TaqMan chemistry with multiplex reactions. Probes should have reporter dyes in the range of spectral separation to have compatibility with common RT-PCR machines available
- 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.
- The assay should be robust and compatible with RNA extracted using different viral RNA extraction kits available in the market.
- The kit supplied should be open ended, compatible to any kind of RT-PCR machines available in the market.

**SECTION VI**  
**List of Requirement**

**Existing:**

Note:

- If the RNA Extraction Kit offered is Magnetic Bead Type, then 10 numbers of magnetic stands are to be supplied per lakh tests offered and the offered price should include the price of offered magnetic stand (Size of the offered Magnetic Stand shall be mentioned specifically in the offer).

**Read as:**

Note:

- If the RNA Extraction Kit offered is Magnetic Bead Type, then 10 numbers of magnetic stands (Minimum Size-16) are to be supplied per lakh tests offered and the offered price should include the price of offered magnetic stand and 4 numbers of thermoshaker are to be supplied per lakh tests offered and the offered price should include the price of offered thermoshaker.

**Note:**

- i.** Wherever the tender has asked for an affidavit in non-judicial stamp paper, the same affidavit can be submitted in e-Stamp paper without notarization
- ii.** Prospective Bidders are also advised to check the website regularly prior to the closing date and time of online submission of bids.
- iii.** All other contents of the tender enquiry including terms & conditions remain unaltered.