



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/4270158
Dated/दिनांक : 15-12-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-12-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-12-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	170 (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	Indian Council Of Medical Research
Total Quantity/कुल मात्रा	1920
Item Category/मद केटेगरी	Reagent Pathogen ID/ AMR Panel for MiSeq Reagent (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	178 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
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,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/विगत प्रदर्शन	50 %

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	44446080
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	8

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

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/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority for MII

Name of Competent Authority	Finance Secretary
Designation of Competent Authority	Finance Secretary
Office / Department / Division of Competent Authority	Department of Expenditure, Ministry of Finance
CA Approval Number	F.4/1/2021-PPD
Competent Authority Approval Date	01-09-2021
Brief Description of the Approval Granted by Competent Authority	Procurement is of proprietary goods from OEM/ OES. Moreover, goods are to be used in equipment exempted from GTE vide order dt 03.04.2023.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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. 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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [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.
6. 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.

7. 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.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Financial Bid - [1701334097.xlsx](#)

Reagent Pathogen ID/ AMR Panel For MiSeq Reagent (1920 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Aneesh Vyas	110029, INDIAN COUNCIL OF MEDICAL RESEARCH V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, NEW DELHI	1920	42

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

1. **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.

2. **Generic**

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 %.

3. **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.

4. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

5. **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.

6. **Service & Support**

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

7. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

8. **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.

9. **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.

10. **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.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Tender Inviting Authority: This tender enquiry for procurement of 1920 RXN of RPIP Enrich Kit (96ids, 96 spl)-A and MiSeq Reagent Kit v3 (150 cycle) is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at ICMR-NIV, 20-A Dr. Ambedkar Road, Post Box 11, Pune.

2. Bidders need to sign a Bid securing 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/request for proposals document, they will be suspended for the period of 1 year for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with ICMR.

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 in good condition, acceptance and successful installation of goods 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) Acknowledgement of Receipt of Goods issued by the consignee Institute/ Center;

(e) 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

ws.

(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 The Procurement agency shall pay the Supplier any monies due to the Supplier.

10. Consignee details - ICMR-NIV, 20-A Dr. Ambedkar Road, Post Box 11, Pune.

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. Following categories of Sellers are exempted from Years of Experience and Turnover:

(a) Micro and Small Enterprises who are manufacturer of the Primary Product Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration/ Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.

(b) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).

15. The manufacturer's authorisation must be insisted upon on a tender specific basis, not general authorisation/ dealership, by so declaring in the bid documents clearly. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer.

16. Bidders are required to submit the following self declaration regarding land-border clause:

"I have read the clause issued by Government of India regarding restrictions on procurement from a bidder/ OEM of a country which shares a land border with India; I certify that the bidder/ OEM are not from such

a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that at this bidder/ OEM fulfill all requirements in this regard and are eligible to be considered.

17. 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 equipment 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 22.12.2023 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.

12. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

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 also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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---