

Bid Document

Bid Details	
Bid End Date/Time	28-12-2022 18:00:00
Bid Opening Date/Time	28-12-2022 18:30:00
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	1
Item Category	Fully Automatic Bio Chemistry Analyzer (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)	15 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
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	5000000
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).	38

(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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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.

Fully Automatic Bio Chemistry Analyzer (1 pieces)

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

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Performance Parameters	Model type of Biochemistry Analyzer	Bench top Type, Floor model Type
	Throughput tests / hour Photometric Tests with ISE module	150 or more, 200 or more, 350 or more, 600 or more, 1000 or more
	Throughput tests/hour Photometric Tests without ISE Module	150 or more, 200 or more, 350 or more, 600 or more, 1000 or more
	Calibration facility	factor, Linear (one, two and multipoint), Exponential, Logit-log, spline, Non linear
	Type of sample loading	Continuous, Sample tray

Specification	Specification Name	Bid Requirement (Allowed Values)
	Minimum sample capacity at a time hint: Seller may select the value based on the number of samples that can be tested at a time and if it is any value between 35-49 select option of 35-49 and for other ranges also similar choices may be made	20-25, 35 - 49, 50 - 99, 100 or more, 26-34
	Wave length selection method	Interference filter(With minimum 8 interference filter), Diffraction grating, Interference filter (12 Filters), Interference filter(>=13 different Filters)
	Type of sample cups	Reusable, Primary Tube
	Number of sample cups provided with machine	1000, 1500, 2000
	DI water plant for the washing of the cuvettes/ to avoid carry over and contamination	Yes, No
	Compatible on line UPS	Yes, No
	Back up time	1 hour, 2 hour
	Patient result storage capacity	10000, 15000, 50000 and more
	Onboard cuvette washing & drying facility	Yes, No
	Reagents to be supplied with machine	Creatinine, urea, uric acid, Triglycerides, sugar, Cholesterol, TP, Calcium albumin, SGOT, SGPT, alkaline phosphatase, Bilirubin (Total & Direct) calibrator 5 ml - 4 and quality control 5ml -5 Nos each for normal and abnormal, Creatinine, urea, uric acid, Triglycerides, sugar, Cholesterol, TP, Calcium albumin, SGOT, SGPT, alkaline phosphatase, Bilirubin (Total & Direct) calibrator 5 ml - 4 and quality control 5ml -1 Nos each for normal and abnormal
	Availability of RS 232 port/USB for data transfer	Yes, No
	Bar code reader for reagents	Yes, No
	Bar code reader for samples	Yes, No
	Refrigerator supplied with Analyzer	Yes, No
	Capacity of Refrigerator in L	300, 500, Not provided
	Star rating	3 star, 5 star, Not provided
	Type of Micro pipette Supplied	10 to 100 microlitres variable micropipettes and 100 to 1000 microlitres variable micro pipette one each, Not provided

Specification	Specification Name	Bid Requirement (Allowed Values)
	Variable Micro pipette Supplied	Yes, No
	Warranty in years (including machine, DI Water Plant if provided , UPS, computer and printer)	3, 5
Additional Parameters	Sytem shall be supplied with a compatible desk top PC	Yes, No
	Speed of processor in GHZ	Greater than 3 GHZ, NA (No PC is supplied)
	RAM in MB	Greater than 512 MB, NA (No PC is supplied)
	Hard disk drive capacity in GB	Greater than 80, NA (No PC is supplied)
	Monitor	TFT Digital color monitor, Not applicable
	Monitor size in inches	17 inches or more, Not applicable
	Compatible operating system provided in PC	Yes, Not applicable
	Printer provided	Yes, No
	Type of printer	Dot matrix, Laser Printer, Inkjet Printer, Not applicable
Reports	Availability of test report from central govt/ NABL/ILAC accredited lab covering all parameters	Yes, No
	Copies of all certifications and reports to be provided to buyer on demand at time of supplies	Yes

Additional Specification Parameters - Fully Automatic Bio Chemistry Analyzer (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Compliance to the document attached in the Buyer added ATC	Only those specification mentioned in the Buyer added ATC will be considered for evaluation

* 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	Yarajala Bala Narayana	500007, Beside Tarnaka Metro Station, Jamai-Osmania PO, Hyderabad	1	42

Special terms and conditions-Version:2 effective from 11-11-2022 for category Fully Automatic Bio Chemistry Analyzer

1.

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by *Central Drugs Standard Control Organisation (CDSCO)*, Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
4. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
5. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
6. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
7. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
8. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available.
OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
9. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation &

commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.

10. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
11. **Software:** All software updates should be provided free of cost during warranty period.
12. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

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**

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

7. **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.

8. **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.

9. **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.

10. **Service & Support**

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

11. **Service & Support**

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

12. **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.

13. **Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

14. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

15. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a

penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

16. **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.

17. **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.

18. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Tender Inviting Authority: This tender enquiry for procurement of 01 No. of Fully Automated Biochemistry Analyzer is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at ICMR-NIN, Hyderabad.
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 consignee 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)- ICMR-NIN, Hyderabad.

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. To convey to the stakeholders (including the suppliers) of this project that the program is covered under World Bank "Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012, and revised on July 10, 2015. For details please refer <https://ppfdocuments.azureedge.net/3682.pdf>. This aspect may be communicated through the Tender Documents and also the Program Operation Manual.

15. Firms debarred by the World Bank (debarment list is available online at <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>) are not eligible for any contract award under this program.

16. Delivery of Equipment means Supply, Installation, Testing and Commissioning of Equipment.

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.

18. 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 Workstation for Fully Automated Biochemistry Analyzer 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 26.12.2022 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.

19. Cost of AMC will not be added for Ranking/Evaluation purpose

20. It is mandatory for the bidders to comply the following parameters of specification :

FEATURES:

The analyzer should have Flexibility to integrate clinical chemistry module and immunochemistry testing modules

SPECIFICATIONS:

- a) **Automation:** - Fully Automated, latest bench top / floor top Clinical chemistry analyzer.
- b) **Parameters to be covered:** - Substrates, Enzymes , Electrolytes, Drugs and other special clinical assays.
- c) **Detection methodology:** - Photometric
- d) **Operation Type / Sample Handling system** :-Fully automated continuous
- e) **Type of samples to be analyzed:** - Serum, Plasma, Urine, CSF, Whole Blood
- f) **On board reagents capacity:** - minimum 40 and reagents should be readily available from the same manufacturer.
- g) **No of different assays programmed and calibrated at once** :- minimum 25
- h) **Routine Throughput** :- minimum 300 Tests / Hour
- i) **On board sample capacity:-** 110 positions
- j) **Reagents cooling system:** - The system should have in built cooling capacity to maintain maximum on board expiry for reagents.
- k) It should have in built water container

- l) It should have ultra sonic mixing technology
- m) **Incubation time for assays:** - Should be between 5 – 15 minutes.
- n) The system should have pre-defined assay protocols (sandwich, competitive, titration)
- o) The system should have flexibility to use different size of sample containers
- p) **Sample dilution facility:** - The system should have on board automated sample dilution provision.
- q) The system should have latest mixing probe technology to mix the samples and reagents with clot detection facility.
- r) **Minimum sample volume aspirated precisely at once:-** 1-35 µL
- s) **Minimum dead volume in sample cup:-** 20 – 50 µL
- t) The system should have a provision to prevent any carryover contamination to have reliable results.
- u) **On board reagent stability:-** minimum 28 days
- v) **Calibration frequency and auto alert on calibration:** - Lot based and time based calibrations and it should have auto alerts on calibration frequencies.
- w) **On board barcode scanner for reagents and samples:-** The system should have on board barcode scanning facility to scan reagent and samples, to read the kit information automatically.
- x) **On board data control work station:-** The system should have windows based data control work station for programming the tests and to enter the samples data.
- y) The manufacturers should able to update applications for minimum 8 years with the same link provided by them, **uninterruptible** update of applications with the system they provided.
- z) **External Printer:-** The system should have the facility to take printouts of sample results and QC reports
- aa) **Storage capacity of samples data:-** Minimum 10000 test results along with QC results.
- bb) The system should have in built modem for remote diagnostics and for kits library updates.
- cc) **Operating Voltage:-** 220Volts 50 Hz

OPTIONAL

Online UPS of suitable capacity for complete system with back up time of Two hour

21. The accessories supplied should be covered under standard warranty.

22. Accessories viz., branded PC along with latest configuration and printer.

23. **Parameters mentioned above in this Buyer added ATC shall prevail over GeM Category Specification.**

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19. Buyer Added Bid Specific ATC

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

20. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 2 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Quarterly after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total AMC value

valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).

Disclaimer

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](#)

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---