

### Bid Document

Bid Details	
Bid End Date/Time	16-06-2021 14:00:00
Bid Opening Date/Time	16-06-2021 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	30 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health And Family Welfare
Organisation Name	Hll Lifecare Limited
Office Name	Hll Bhavan, Registered Office, Poojapura
Total Quantity	1000000
Item Category	Rapid Antigen Test Kits for Novel Corona Virus (SARS-CoV-2/COVID-19)
Minimum Average Annual Turnover of the Bidder	350 Lakh (s)
Years of Past Experience required	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
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

Required	No
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#### 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. 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.

2. 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.

3. 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.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, 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.

**Rapid Antigen Test Kits For Novel Corona Virus (SARS-CoV-2/COVID-19) ( 100000 Test )**

(Minimum 50% Local content required for MII compliance)

Brand Type	Registered Brand
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**Technical Specifications**

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
PRODUCT	Test can be performed using	Nasopharyngeal swab, Oropharyngeal swab, Nasal swab,

INFORMATION		Throat swab
KIT CONTENTS	Type of Swab provided	Nasopharyngeal swab, Oropharyngeal swab
CERTIFICATIONS & REPORTS	Product certifications/approvals	Kit evaluated and validated by ICMR-NIV-Pune or any other ICMR validation centres, US-FDA, EU-CE IVD (From Notified Body)
	Availability of Test report of each batch of the product to prove the conformity to the declared specification	In house Test report from the manufacturer, Test Report from NABL Accredited Lab
SHELF LIFE	<b>Shelf life from the date of manufacture</b>	24 Or higher
ADVANCE SAMPLE	Agree to provide advance sample of the product for buyer's approval before commencement of supply in case of bidding	Yes

**Additional Specification Parameters - Rapid Antigen Test Kits For Novel Corona Virus (SARS-CoV-2/COVID-19) ( 100000 Test )**

Specification Parameter Name	Bid Requirement (Allowed Values)
1. Shelf requirement: 24 Months or More 2. Sensitivity : 65% or Higher and the latest Validation Report of ICMR should be submitted along with the bid. Batch wise test report shall be submitted along with the consignment.	1. Original Equipment Manufacturer must have supplied minimum 1 Crore Rapid Antigen Test Kits in India. Proof to be submitted. 2. Original Equipment Manufacturer/Authorized Bidder of OEM can Participate in Tender 3. Supply of 10 Lacs Kits to be effected within 7 days of Issue of Purchase Order to the Selected Supplier.

\* 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	Sreekumaran Nair V	110029,Free Generic Pharmacy, C/O HLL Lifecare Limited, All India Institute of Medical Sciences (AIIMS), Ansari Nagar, Central Delhi,	1000000	7

**Buyer Added Bid Specific Additional Terms and Conditions**

- 1.If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 2.Make in india specific authorisation certificate needs to be enclosed.
- 3.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.
- 4.Buyer Added text based ATC clauses

1) Actual delivery is to be done as follows - 50:50 basis is to be delivered at **FOR stores RDWH Bemina, Srinagar and at RDWH Nagrota, Jammu within 7 days** from the date of dispatch of order. Detailed delivery address shall be provided in the Purchase order.

2) PAYMENT TERMS: 100% payment within 90 days after receipt of the materials at HLL warehouses, receipt of original invoices and material receipt acknowledgement is applicable for this bid.

3) Sample Submission:

After receipt of the purchase order supplier shall provide a sample of the product within 3 days to the below mentioned address before commencing of the actual supply. The supply shall be initiated only after getting a written confirmation regarding the acceptance of the sample from HLL-

DEPUTY VICE PRESIDENT  
RETAIL BUSINESS DIVISION-NORTH  
HLL LIFECARE LTD

FREE GENERIC PHARMACY  
ALL INDIA INSTITUTE OF MEDICAL SCIENCES(AIIMS)  
ANSARI NAGAR, NEW DELHI  
CELL: 07834990707

4) HLL also reserves right to draw samples from the supplied quantity and will be sent to approved third party agencies to check the quality of the product. If the samples fail, then the products supplied will be rejected and full rejected quantity must be replaced immediately / in case if any payment made for the failed quantity that amount shall be refunded to HLL immediately.

5) Liquidated Damages: If the Seller fails to deliver any or all of the Goods/services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any contrivers/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract. However H.L.L at its sole discretion reserves the right to accept or reject the delivery of materials which are supplied beyond the delivery date as mentioned in the purchase order. In the event of H.L.L accepting the delivery of the materials beyond the stipulated delivery date as per the purchase order, penalty as mentioned above would apply.

## **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 specification 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.

[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---**