बिड संख्या/Bid Number: GEM/2026/B/8146664

दिनांक /Dated: 23-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-11-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-11-2026 13:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare
विभाग का नाम/Department Name	Department Of Health Research
संगठन का नाम/Organisation Name	Indian Council Of Medical Research (icmr)
कार्यालय का नाम/Office Name	Hyderabad
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :director-narfbr@icmr.gov.in Buyer Email id: deepak.20101998@icmr.gov.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Lyophilizer (Q3)
पिछले 3 वितीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	5 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	5 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

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

लाभार्थी /Beneficiary :
Director ICMR NIPCR
ICMR NIPCR Hyderabad,
(Director)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Himani Pande
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Addl Secy to the Govt of India
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Ministry of Commerce and Industry
सीए अनुमोदन संख्या/CA Approval Number	P-45021/2/2017-PP(BE-II)- Part (4) Vol.II
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	08-08-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Authority Attd. Procurement of Scientific equipment/consumables by the scientific and research. institutes including higher education institutions, increased from 5 lakhs to 50.

Competent Authority Approval for not opting Make In India Preference : View Document

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC 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.
7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product 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 OEM 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.
8. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. 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 MSE 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.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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
9. 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.
10. 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. 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.

11. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Lyophilizer (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Type	**Model**	Ordinary Model, Top Press Model, Multi-Pipeline Model, Top Press Multi-Manifold Model, T Model, Programmable pilot model
Physical Properties	**Dryer Area**	0.08, 0.09, 0.125, 0.18, 0.3, 0.5, 0.6, 0.8, 1, 1.5, 2 Or higher **(square meter)**
	Pressure control	Automatic, Manual
	Ice condenser performance (L/24hr)	2, 3, 3.5, 4.5, 5.5, 6, 7, 8, 10, 15, 20 Or higher
	Ice capacity (max)	3, 4, 5, 6, 7, 8, 10, 15, 20 Or higher **(liter)**
Performance parameter	**Plate Load Capacity**	1, 1.5, 2, 3, 4.5, 5, 6, 8, 10, 15, 20 Or higher **(liter)**
Dimensions & size	**Height (millimeter)**	400-800, 800-1200, 1200-1600, 1600-2300
	Cold Trap Size (millimeter)	215160, 270410, Cooling Coil
	Length (millimeter)	100-500, 500-1000, 1000-1500, 1500-3000
	Width (millimeter)	200-400, 400-600, 600-800, 800-1600

Additional Specification Parameters - Lyophilizer (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Details Specification	The technical specification mentioned at Srl No 42 of buyer ATC will be considered for evaluation and shall prevail

* Bidders offering must also comply with the additional specification parameters mentioned above.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Chelimilla Prabhu	500101,ICMR-National Institute for Pre-Clinical Research (Erstwhile ICMR-National Animal Resource Facility for Biomedical Research, Genome Valley Shamirpet (M), Hyderabad, Telangana - 500 101	1	30

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

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.
4. **Generic**

   End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer’s standard format only.

5. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

6. **Turnover**

   OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product 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 OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

7. **OEM**

   IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should

be submitted.

8. **Service & Support**

   Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

9. **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.

10. **Warranty**

    Warranty period of the supplied products shall be 1 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.

11. **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
    payable at
    ICMR-NIPCR, Hyderabad
    . 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.

12. **Buyer Added Bid Specific ATC**

    Buyer Added text based ATC clauses

    Buyer added Specific Additional Terms and Conditions (ATC)

    1) Tender Inviting Authority: This tender enquiry for procurement of 01 unit of **Lyophilize**r is being invite d by the Director, ICMR-NIPCR, Hyderabad to be supplied at the Institute. The bidders are requested to sub mit the most competitive quotation for the bid via GeM portal as per the specifications / requirements and Buyer’s added terms & conditions (ATC) mentioned in the bid document, as follows. The bid documents mu st contain following duly signed documents on bidder’s letterhead.

    Format 1 – Technical Specification Compliance Certificate

    Format 2 – Format Of Bid Security Declaration From Bidders In Lieu Of EMD

    Format 3 – Manufacturer’s Authorization Certificate

    Format 4 – Local service centre office of OEM & Escalation matrix

    Format 5 – Experience & Past Performance Certificate

    Format 6 – Bidder Legal & Financial standing Certificate

    Format 7 – Site visit certificate

Format 8 – Letter for Letter of Undertaking-Acceptance of terms and Conditions

Format 9 – Format Of Make-In-India Declaration Certificate

Format 10- Format Under GFR 144 Land Border Clause

2) ICMR- NIPCR 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 Director, ICMR- NIPCR will be binding and final on th e subject.

3) The bidder must upload the duly signed Technical Specification Compliance Certificate in provide format on the bidder’s letterhead. (Format 1 - Technical Specification Compliance Certificate).

4) Bidders needs to sign a Bid securing declaration accepting that if they withdraw or modify their Bids dur ing 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 eligibl e to submit Bids/Proposals for contracts with ICMR-NIPCR. . (Format 2 – Format Of Bid Security Declaration From Bidders In Lieu Of EMD).

5) Eligibility: The Bidder must be a Manufacturer or its authorized Agent .The bidder must upload the tend er specific authorization certificate (containing the GeM bid No.) issued by the respective original equipme nt manufacturer, OEM. 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 ma nufacturer has submitted the bid, the bids of its authorized dealer will not be considered. In cases of agent s 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 auth orise only one agent/dealer. (Format 3 – Manufacturer’s Authorization Certificate).

6) Inspections and Tests: ICMR-NIPCR 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 indepe ndent quality test conducted and the cost of such tests will be borne by the Supplier. b. Inspection of good s shall be carried out by representative of ICMR-NIPCR 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 deterior ation 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, a nd precipitation during transit and open storage. Packing case size and weights shall take into consideratio n, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling fa cilities at all points in transit

(b) The packing, marking, and documentation within and outside t he packages shall comply strictly with s uch special requirements as shall be expressly provided for in the Contract, including additional requireme nts strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procuremen t agency.

(c) Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of pr ovisions of specifications before clearing for dispatch.

8) Payment: 100% payment shall be made after receipt of complete goods/Equipment in good condition, a cceptance 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/ Li quidated Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or oth erwise. The firm is required to submit the following documents to ICMR-NIPCR, Hyderabad 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 t he 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 con sultation, then either the Procurement agency or the Supplier may give notice to the other party of its inte ntion to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in r espect 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 giv en in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced pri or to or after delivery of the Goods under the Contract. In the case of a dispute or difference arising betwee n 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, ICMR -NIPCR.

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

10) Consignee details (Place of Delivery, Installation, Commissioning) ICMR-National Institute for Pre-clinical Research, 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 a 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 GoI notification.

14) Delivery of Equipment means Supply, Installation, Testing and Commissioning of Equipment.

15) 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 co nfirmation to this effect at the time of bid submission and whose credentials are validated online through U dyam 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).

16) Offered product OEM must have Local service office and service support & detail to be filled in the pro vided format. (Format 4 – Local service centre office of OEM & Escalation matrix).

17) The Detailed original literature/broacher of quoted Model must be submitted, along with the technical bid and it must be available on public domain.

18) Bidder or its OEM {themselves or through reseller(s)} will submit relevant purchase orders of such pu rchase for three years has to be submitted with respect to the experience criteria. The Satisfactory perfor mance certificates issued by the respective buyer organization (only for the above purchase orders of PSU & Government organization which are being submitted in the bid) should be uploaded with the bid. (Forma t 5 – Experience & Past Performance Certificate).

19) Past Project Experience: For fulfilling the experience criteria, any one of the following documents may be considered as valid proof for meeting the experience criteria

a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

b. Execution certificate by client with order value.

c. Any documents in support of order execution like Third Party Inspection release note, etc.

d. The Satisfactory Performance Certificates issued by the respective buyer organization (only for the above Purchase orders which are being submitted in the bid) should be uploaded with the bid.

20) Seller can deposit the penalty with to Buyer directly, else the buyer shall have a right to recover all s uch penalty amount from the Performance Security (PBG). Cumulative penalty cannot exceed more than 1 0% of the total contract value after which the Buyer shall have the right to get the service / rectification do ne from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable t o re-imburse the cost of such service / rectification to the Buyer.

a) Time Limit for Service/Rectification of defects shall be of 07 days from day of intimation.

b) Penalty shall be per week of delay as 0.5% of unit price of product.

21) The tenderer must indicate the make, model and detailed specification of quoted equipment, failing

which the tender will not be considered.

22) The jurisdiction for settlement of any legal dispute shall be referred to the District Court, Hyderabad and the decision of the court will be final.

23) Loading and unloading at Institute (location as mentioned in the bid) shall be under the scope of the s upplier/bidder.

24) The price and amount quoted by the Bidding party shall include for all cost including labour, Material, Transport charges or any other expenses to fulfil the obligations towards, Custom duty, Octroi, Excise dut y, Income Tax, Sale Tax, Turn over Tax, Service Tax, Professional Tax, or any other duties, levies, taxes or charges whatsoever to the state or central department or to the local bodies on the components or the co mpleted works or the defect liability of the work and for satisfactory performance of the Bidding party oblig ations under this contract.

25) The bidder must upload submit the self-declaration undertaking for Not Blacklisted & Not Banned sinc e last 10 years by any Central / State Government Organization / PSU / Public Listed Company. The bidder/ manufacturer and/or service provider firm should not have been declared Bankrupt by any statutory body. The bidders who have been suspended/ blacklisted/banned by Central Government Institution, State Government Institution, PSU etc shall be ineligible for participation in the bidding process. In this context, a declaration must be furnished by service provider's firm that there is no complaint/vigilance inquiry agai nst them in any Government Department/PSU and they have not been black listed or debarred by any Gov ernment Department/PSU. (Format 6 – Bidder Legal & Financial standing Certificate).

26) Generic

a. The Seller shall not assign the contract in whole or part without obtaining the prior written consent of b uyer.

b. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

c. 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 t he due performance of the Contract and the Sellers obligations there under.

27) Source of supply: It shall be responsibility of seller to provide Documents regarding source of equipm ent such as copy of Proforma invoice or any other documents to establish that the products supplied are m anufactured by OEM indicated and sourced from them.

28) Payment will be released only after satisfactory delivery, acceptance and installation of goods at con signee location. Warranty period shall be counted after the date of installation.

29) Spare Parts / consumables: Seller shall provide materials, information etc. pertaining to spare parts /c onsumables manufactured and supplied by the OEM. It shall be ensured that the required spares/consuma bles are available for purchase from date of supplies. In case due to any reasons the production of the spar e parts is discontinued sufficient advance notice should be given to the buyer/consignee before such disco

ntinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their servi ce centers/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares f or the equipment so that the same are available.

30) The 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/equipment supplied.

31) Installation, Training, Manuals: The seller shall be responsible to carry out Installation & commissioni ng, Supervision and Demonstration of the goods during the time of installation.

32) Electrical safety checking: Sellers are required to make sure that they furnish the list of equipment fo r carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodic ally check the electrical safety aspects as per BIS (Bureau of Indian Standards) Safety Standards or equival ent. In case they do not have required equipment for such testing should ensure that the equipment check ed for electrical safety compliance through labs with facilities for such checking during every preventive m aintenance call. (Format 7 – Site visit certificate).

33) Software: All the software supplied should have a license version and its updates / version upgradatio n should be provided free of cost during warranty period.

34) The ATC in Letterhead must be submitted that all the terms and conditions of bid ATC are accepted. (Format 8 - Letter of undertaking-Acceptance of terms and Conditions).

35) Declaration to be given with regard to local content percentage whether belonging to Class-I / Class-I I or Non-local supplier respectively in compliance to the Public Procurement (Preference to Make-in-India) Order 2017 issued by Department of Promotion of Industry and Internal Trade (Public Procurement Section) , Ministry of Commerce and Industry, Government of India, dated 16.06.2020, 04.03.2021 & 19.07.2024, 0 8-07-2025 (as amended). (Format 9 -Format Of Make-In-India Declaration Certificate)

36) Bidder is requested to give undertaking Certificate regarding land border "I/ We have read the clause issued by Government of India regarding restrictions on procurement from a bidder of a country which sha res a land border with India; I/ We certify that the bidder is not from such a country or, if from such a count ry, have been registered with the Competent Authority. (Format 10 - Format Under GFR 144 Land Border C lause).

37) Bidder must provide self-declaration for authorised signatory letter for all submitted documents.

38) Conditional bid shall not be considered and will be summarily rejected.

39) No deviation certificate with data sheet of items.

40) If any of above certificates/ details not given by the Bidder, will be disqualified from the bid.

41) Bidder will be rejected due to reasons mentioned below.

1. Non submission of required Documents.

2. Conditional and / Or vague offers.

3. Unsatisfactory past performance of the bidder.

4. Submission misleading / Contradictory / False statement/information and fabricated / invalid documents.

5. Bid document not uploaded properly.

6. Non submission of Manufacturer authorised letter.

7. Other than these terms and conditions, bidder will be rejected if not submitting any document which is mentioned in the Bid document.

42) Specifications for Lyophilizer

1. System should be bench-top/pilot-scale suitable for lyophilization of stem cell secretome, biologics, extracellular vesicles (EVs), proteins, peptides, serum products, and temperature-sensitive biomolecules.

2. The system should have ultra-low condenser temperature capability of –100° C to –120°C with cascade refrigeration technology and dual independent compressors.

3. The refrigeration system should preferably be CFC-free and environmentally compliant.

4. The system must be compatible with aqueous as well as low-concentration organic solvent-based formulations.

5. Ice formation capacity should be minimum 4 liters/4 kg per 24 hrs or higher.

6. The offered system should preferably have
   - Dual refrigeration auto cascade system
   - ISO 9001 / ISO 14001 / CE certification
   - Multi drying chamber compatibility including clear drying chamber, heated drying chamber, and manifold drying chamber
   - Compatible vacuum pump capacity around 196–283 LPM or better

7. Condenser capacity should be minimum 6 kg or higher for rapid moisture cap

ture and improved freeze-drying efficiency.

8. Chamber volume should be minimum 5 liters or higher.

9. System should be provided with minimum four (04) stainless steel shelves/trays with uniform temperature distribution.

10. Each tray spacing should be minimum 70 mm for placement of glass vials, s erum bottles, cryovials, and stem cell secretome containers.

11. Shelf temperature uniformity should be ±1°C or better.

12. System should have vacuum capability of ≤ 0.001 mbar with Pirani and cap acitance manometer vacuum sensors.

13. Vacuum control should be automatic and programmable for each step of th e lyophilization cycle.

14. The system should have a minimum 7-inch or larger color touchscreen PID Microprocessor controllerwith graphical display of:

- Shelf temperature
- Condenser temperature
- Product temperature
- Vacuum level
- Cycle duration
- Pressure trend graphs

15. System should support automatic freeze-drying cycle including:

- Freezing
- Primary drying
- Secondary drying
- Vacuum control
- Automatic defrosting
- Venting

16. System should have one-touch start/stop/vent/defrost operation.

17. System should have integrated hot gas defrost system for rapid condenser defrosting.

18. System should have automatic anti-suck back/non-return valve to prevent v acuum pump oil backflow into condenser chamber.

19. Multiport acrylic system should be provided with the instument.

20. Acrylic/glass chamber diameter should be minimum 250 mm or higher.

21. System should have minimum 8 drying ports/manifold connections with:
    - Four (04) x 500 mL drying flasks
    - Four (04) x 250 mL drying flasks

22 . System should also support vial drying/tray drying applications.

23. System should have inbuilt pressure control valve and vacuum regulation sy stem.

24. System should include product temperature probe/PT-100 sensors for valida tion of product temperature during lyophilization.

25. System should have real-time data acquisition and recording facility with US B/Ethernet export.

26. System should have low-noise operation not exceeding 52dB.

27. System power requirement should be compatible with 220V 50Hz / 230V 50 Hz single-phase Indian power supply.

28. System should be supplied complete with:
    - Vacuum pump
    - Oil mist filter
    - Connecting hoses
    - Vacuum grease (if applicable)
    - Manifold assembly
    - Standard accessories required for operation

29. Vendor should provide:
    - IQ/OQ documentation
    - Calibration certificates
    - User training
    - Installation support
    - Minimum 1-year comprehensive warranty

30. Preference may be given to systems specifically designed for biologics, ste m cell products, extracellular vehicles (EVs), protein therapeutics, and advance d research applications.

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13. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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।/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.

---धन्यवाद/Thank You---