

## Bid Corrigendum

GEM/2023/B/4111607-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
3. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
4. **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. 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. **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. **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.
8.
  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.
9. 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.
10. **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.

11. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
12. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
13. Warranty period of the supplied products shall be 5 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. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 5 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 10% 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).
15. 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. 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.
17. 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.
18. 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.
19. Buyer Added text based ATC clauses  
Buyer Added text based ATC clauses

1. Tender Inviting Authority: This tender enquiry for procurement of High Performance Liquid Chromatography (HPLC) System is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at ICMR-NITM Belagavi.

2. Bidders need to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be suspended for the period of 1 year for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with ICMR.

3. Eligibility: The Bidder must be a Manufacturer or its authorized Agent.

4. One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firms' participation to be disqualified.

5. ICMR reserves the right to cancel the bid in part or full without assigning any reason and liability on the buyer. On such cancellation the decision of the DG, ICMR will be binding and final on the subject.

6. Inspections and Tests: ICMR or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. Further, The Supplier may have an independent quality test conducted and the cost of such tests will be borne by the Supplier. b. Inspection of goods shall be carried out by representative of ICMR and they will issue an acceptance certificate.

7. Packing: (a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit.

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

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

8. Payment: 100% payment shall be made after receipt of complete goods/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 7 / 10 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 The Procurement agency shall pay the Supplier any monies due to the Supplier.

10. Consignee details (Place of Delivery, Installation, Commissioning) – **ICMR-NITM Belagavi.**

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 8 / 10 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 confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.

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

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

## **17. Technical Specifications of the HPLC System**

The system should have the following requirements:

Quaternary gradient pump, Wide range of flow rate, Minimum dead volume, and the system must be strictly provided with all required modules and accessories.

The following modules with desired specifications are required:-

**A. Quaternary Solvent Delivery System:**

- Quaternary Pump should be compatible with In-Line Degasser: 4-Channel Vacuum Degasser to effectively remove dissolved gases in chromatography solvents.
- Pump with necessary accessories, viz. solvent cabinet, solvent bottles, tubing, filters, connections etc
- Flow Rate Range:- From ~0.5 to 125.0 ml/min or more, with 0.1ml/min increments or better (analytical features optional).
- Operating Pressure:- Equal to or more than 6000 psi
- The equipment instrument must have a hydraulic system comprising dual Pistons in series with servo-controlled variable stroke drive, floating pistons, and an inlet valve.

**B. Manual flex dual injector and Auto-sampler:**

- Option for both auto-sampler and manual (Rheodyne) injector should be available.
- The injector should inject small or large sample volumes by selecting a valve.
- Auto-sampler should have Sample capacity as per the preparative and analytical scale requirement of at least 96 vials or more.
- Auto sampler should be compatible with prep mode (up to 5ml or more capacity).
- Pressure operating range equal to or more than 6000 psi.
- Should have an Injection volume of 20µl - 4 to 5 ml.
- Sample Cooling Thermostat for Auto-sampler required from 4-40 °C.
- Accessories required must be provided.
- 5ml Sample vials 200 nos to be provided

**C. Thermostat Column Compartment:**

- The Column heater should have Temperature range 10°C below ambient to 85°C or more.
- Column identification accessories should be included.
- Capacity to hold as per preparative scale as well as analytical column length simultaneously with guard columns.
- The thermostatic column compartment (TCC) should have a contact-free column identification system.
- TCC must contain all the necessary accessories such as tubing, connections, column clip, column identification module etc.

**D. Detectors**

(i) Photo Diode-Array Detector

- High Sensitivity Diode array detector

Wavelength range: 190-950 nm or better and Wavelength accuracy: ± 1 nm or better.

Base line noise : ≤10x10<sup>-6</sup>AU or better

Wavelength accuracy: ±1 nm or better

Flow cell: Compatible with analytical and preparative scale.

- Path length: Compatible with analytical and preparative scale.

(ii) UV-Vis Detector

Detection type for the low level of detection

Number of signals 1

Maximum data rate 80 Hz

Noise more than  $\pm 5 \times 10^{-6}$  AU

Drift  $1 \times 10^{-4}$  AU/hr, or better

Linearity:  $\leq 5\%$  at 2.5 AU or better

Wavelength range 190-700 nm or better

Wavelength accuracy  $\pm 1$  nm, self-calibration with deuterium only

Flow cell: Compatible with analytical and preparative scales.

Path length: Compatible with analytical and preparative scales.

(iii) Fluorescent Detector

Detection type: Programmable single-wavelength fluorescence detector

Light source Xenon flash lamp, lamp life should be 2000 hours or maximum (with extra spare lamp 02 Nos)

Flow cell: Compatible with analytical and preparative scales.

Path length: Compatible with analytical and preparative scales.

(iv) RI Detector

Short-term noise  $\pm 1.5 \times 10^{-9}$  RIU or more

Refractive index range 1.00-1.75, calibrated

Flow cell: Compatible with analytical and preparative scales.

Path length: Compatible with analytical and preparative scales

Temperature control Ambient  $+5$  °C to 40 °C

(v) ELS Detector: Should be compatible with equipment.

A nitrogen generator with a compressor should be provided for ELSD.

### **E. Fraction Collector**

The durable and reliable fraction collector features several modes of fraction collection, such as; time, threshold, volume, and manual, all fully controlled. It should come equipped with the standard diverter (collection) valve and test tube rack and should be capable of holding at least 120 tubes (12 to 18mm by 90 to 180mm)

### **F. Chromatography Software:**

Suitable software to control all the modules of LC system. The Oracle embedded database is a must for extended data security of our scientific data.

Latest compatible Windows data processing unit (Computer) minimum with 32 GB RAM, 1 TB hard disk SSD with the duplex color laser printer.

Licensed Software with the latest Windows and up to date up-gradation of the same Report making capabilities with built-in calculations, multi chromatogram reports, etc.

Diagnostics/maintenance

Parameter validation management

Compatibility with all detectors

Compatibility to import and export the data to other software

Ability to acquire and analyze and store spectral library

The computer-based control software for the photodiode array detector must-have features such as:  
- Automated peak purity evaluation using peak spectra and peak signal information

- Automated spectra library searches
- Mathematical operations like normalize, subtract, smooth, and derive
- Must be able to modify set points and time programs even during a run.
- The feature of real-time chromatogram should be compatible with the already completed run, and the saved file/ background chromatogram should have appeared with new run sample/overlapping of running sample chromatogram with other saved files required for all mentioned detectors supported.
- Automatically switch off the lamp at a pre-selected date and time.

**G. Spares and Consumables:**

- C8 Analytical Column 4.6 x250mm
- Syringes 10 µl (2 Nos), 25 µl (2 Nos), 50 µl (2 Nos), 100 µl (2 Nos) 250 µl, and 5 ml (2 Nos)
- Loops 10, 20, 50, 100, 250 µl and 5 ml (2 Nos each)
- Columns Silica 19/21.2mm x 250mm 5µ (2No.), C18 19/21.2mm x 250mm 5µ (2 Nos), Amino column 19/21.2mm x 250 mm 5µ (2 No.), Chiral column 19/21.2 mm x 250 mm, 5-7 µm (2No).
- Additional Plunger seals (12 Nos.), Seals check valves, cell parts
- 60 Nos of check valves
- 02 Nos of PDA, UV, and fluorescent lamps
- Peek tubing and fittings, PTFE/ ETFE tubing, and capillaries
- Compression screws (nut and plugs) and ferrules (50 each)
- Tool kits related to Instrument
- Accessories such as a guard column (10 nos analytical and 10 nos preparative), extra ferrules etc., should be provided with the equipment.

Training at manufacturing unit free of cost.

18. Bidders are required to submit following self-declaration on letter head indicating tender No. and name of the equipment:

"I have read the clause issued by Government of India regarding restrictions on procurement from a bidder/ OEM of a country which shares a land border with India; I certify that the bidder/ OEM are not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder/ OEM fulfill all requirements in this regard and are eligible to be considered."

19. Bidders are required to submit price-break up in the financial bid in the excel format attached.

**Corrigendum**

S.NO.	Existing Tender specifications/ Tender Parameters	Revised Tender specifications/ Tender Parameters
1	Detectors(i) Photo Diode-Array Detector- High Sensitivity Diode array detector-Wavelength range:190-950 nm or better	Detectors(i) Photo Diode-Array Detector- High Sensitivity Diode array detector-Wavelength range:190-800 nm or better

**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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)