

Bid Corrigendum

GEM/2024/B/4644895-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the 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

- 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.
- Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- 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 in technical parameters, the bid is liable for rejection.
- 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 3 years 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 year. In case of bunch bids, the primary product having highest value should meet this criterion.
- 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.
- IT equipment shall be IPv6 ready from day one.
- Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- Inhibit the desired and designed function of the equipment.
- Cause physical damage to the user or equipment during the exploitation.
- Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

- 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, mail Id and Phone No. required to be furnished along with the bid
- Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.
- 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:
 - The Seller fails to comply with any material term of the Contract.
 - 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.
 - 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.
 - The Seller becomes bankrupt or goes into liquidation.
 - The Seller makes a general assignment for the benefit of creditors.
 - 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.

11. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
12. Buyer uploaded ATC document [Click here to view the file.](#)
13. Buyer Added text based ATC clauses

Other Terms and Conditions

S. No.	Other Terms and Conditions	Compliance Yes
1	OEM Authorization - Bidders has to submit OEM Authorization certificate for the offered product (Make/Model) along with the bid.	
2	Onsite Warranty & Support - Warranty period of each item shall be onsite OEM warranty and the warranty period shall be as mentioned in the detailed technical specification from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods at the consignee location. The Successful Bidder must submit the OEM Warranty certificates at the time of Commissioning of the items/items.	
3	<p>Performance Certificate from Clients: The bidders mandatorily submit performance certificate of the equipment's from at least 3 clients within 5 years from the bid publication date, with valid email and Mobile number for verification of the performance of the equipments.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Installation/ report will not be considered as a performance certificate. 2. If the client submits poor performance report on official enquiry from NFSU Bhopal Campus side then the bid will be liable for rejection. 	
4	Scope of Work: SITC and demonstration of all items with all accessories as mentioned in the detailed specifications sheet.	
5	The Bidder should give self-declaration certificate for acceptance of all terms & conditions of tender documents. A duly completed certificate to this effect is to be submitted as per the Annexure-I of ATC on the letter head of the bidder. No other format will be considered.	
6	The firm should be neither blacklisted by any Central / State Government / Public Undertaking / Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India. A duly completed undertaking to this effect is to be submitted as per the Annexure-II of ATC on the	

	letter head of the bidder. No other format will be considered.	
7	Undertaking for Re-installation of the equipment: Since the instrument will be installed in the temporary campus initially, vendor should take responsibility of shifting the instrument at their cost to the permanent campus at a later date even if the warranty period is over. A duly completed undertaking to this effect is to be submitted as per the Annexure-III of ATC on the letter head of the bidder.	
8	The Bidder should attach list of Purchase Order / Work Order for SITC of quoted item/items during last 3 year from the date of publication of tender. The details of the same along with work order with satisfactory completion certificate from clients are to be submitted with Annexure-IV of ATC on the letter head of the bidder.	
9	Minimum Average Annual Turnover of the bidder (For 3 Years): 5 Lac Audited Balance Sheets of last 3 financial years (2019-20 to 2021-22 or 2020-2021 to 2022-23 must be submitted. Copies of duly audited profit & loss accounts / CA Certificate with UDIN are to be submitted as per the Annexure-V of ATC .	
10	COMPANY DETAILS (Annexure-VI of ATC).	
11	Compliance with Technical specification (Annexure-VI of ATC on the letter head of the bidder to be mandatorily submitted. No other format will be considered.). Variation will not be accepted in any case.	
12	All the documents mentioned above, are to be submitted duly filled and Seals signed in the provided format (Annexure) along with the bid. Without the above-mentioned documents in the provided format, the bid will be summarily rejected.	
13	SITC and demonstration to be completed within 30 days after receipt of the contract.	
14	Vendor must supply All the Hardware accessories required to install the equipment's.	
15	Seller should submit Brochure with Printed catalogue / or any other relevant document to be attached for justification of Specification Compliance sheet and detailed technical specifications of the equipment quoted and the product quoted should also be available on the website of OEM.	
16	Should be supplied with Minimum 3 years comprehensive warranty and should also quote the rates for AMC and CMC (Excluding Taxes) for further 05 years after completion of Warranty period.	

17	Vendors should comply to the norms of demonstration of entire equipment to be supplied to END User as and when asked by END user at actual Site of Installation during any stage of Administrative or Technical Scrutiny.	
18	Seller should be an authorized vendor for the sale of the quoted product as per the specifications required and should have authorized service Centre for any post delivery services, repairs or replacement or parts, products or requirement of accessories as and when needed and should have authorized service Centre in India and in the State where the product is to be delivered.	
19	Custom Clearance at Bhopal Airport. (In Case of Imported Items)	
20	Timely Servicing/rectification of defects during the warranty period: After having been notified of the defects/service requirement during the warranty period, Seller has to complete the required Service / Rectification within 7 days' time limit. If the Seller fails to complete service/rectification with the defined time limit, a penalty of 0.5% of the Unit Price of the product shall be charged as a 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 the forfeiture of PBG. The seller shall be liable to reimburse the Buyer for such service/rectification.	
21	<p>Exemption from Make in India Purchase Preference: As per the OM No. F.4/1/2023-PPD dated 03.04.2023 Department of Expenditure, Ministry of Finance following equipment is exempted from the instructions related to GTEs issued by the Department as there is no local manufacturer is available:</p> <p style="text-align: center;">1. HPLC (with PDA and Fluorescence detector and Columns) - at SI No. 228 of OM</p> <p>Make in India Purchase Preference policy will not be applicable for above mentioned equipment as there is no local manufacturer is available.</p> <p>OM No. F.4/1/2023-PPD dated 03.04.2023 Department of Expenditure, Ministry of Finance are available here:</p> <p>https://doe.gov.in/sites/default/files/Relaxation%20for%20procurement%20of%20certain%20items%20through%20Global%20Tender%20Enquiry.pdf</p>	

Date:

Seal & Sign

Authorized Signatory

Date:

Name:

Place:

Designation:

Annexure-I

Undertaking

(Duly sealed and signed certificate on Company/ Firm's Letterhead)

To,

National Forensic Sciences Bhopal Campus

C/o CFSL Bhopal,

Barkheda Bonder, Indore Bhopal Highway,

Bhopal

Sir,

1. I /we hereby submit our Bid along-with all required documents as per the GeM Bid.
2. I / We hereby reconfirm and declare that I / We have carefully read, understood & complying the document including instructions, terms & conditions, Scope of work / Technical Specifications, Additional Terms & Conditions (ATC), Eligibility Criteria and all the contents stated therein.
3. I /we have gone through all terms and conditions of the tender including Additional Terms & Conditions (ATC), document before submitting the bid and the same is acceptable to me/us.

Date:

Authorized Signatory

Seal & Sign

Name:

Date:

Designation:

Place:

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Annexure-II

SELF-DECLARATION CERTIFICATE FOR THE CLEAN TRACK RECORD

(Duly sealed and signed certificate on Company/ Firm's Letterhead)

I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Seal & Sign

Name:

Date:

Designation:

Place:

Annexure-III

Undertaking

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(Duly sealed and signed certificate on Company/ Firm's Letterhead)

I hereby agree to take full responsibility of shifting the instrument at our own cost to the permanent address at a later date even if the warranty period is over.

Date:

Authorized Signatory

Seal & Sign

Name:

Date:

Designation:

Place:

Annexure-IV

WORK EXPERIENCE

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Sn	Name of the Client	Order No.	AMOUNT	Remarks
1.				Supporting documents like Purchase Order/ Work Order <u>along with satisfactory Completion certificate from client etc.</u>
2.				
3.				
4.				
5.				

Date:

Authorized Signatory

Seal & Sign

Name:

Date:

Designation:

Place:

Annexure-V

Average Annual Turnover Details

Evaluation Criteria			Remark
The annual financial turnover of the bidder, ending on 31st March of the year.	Financial Year	Turnover in Rs.	Supporting Documents are to be submitted
	2022-23		
	2021-22		

	2020-21	
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Date:

Authorized Signatory

Seal & Sign

Name:

Date:

Designation:

Place:

** A copy of duly signed profit & loss accounts / CA Certificate with UDIN is to be submitted with the Annexure-IV of ATC.*

Annexure-VI

**Compliance with Technical specification
HPLC (with PDA detector)**

Offered Make: _____ **Offered Model:** _____

Sr. No.	Descriptions	Specifications	Complied Yes/No	Remarks
1.	Binary Gradient Pump (Individual Two Pump)	a. System pressure range should be at least 5800 psi or above. b. Flow rate range: 0.001 ml/min to 10 ml/min or better c. Flow rate accuracy: + 0.5 /+ 0.1 or better d. Flow Precision: 0.05% RSD or better e. Compositional range: 0 to 100% solv		

		ent A to B f. Gradient composition accuracy: +/- 0.5% g. Gradient composition precision: < 0.1 / 0.2/0.5% RSD or better h. Safety measures: Liquid-leakage sensor, high-pressure/low-pressure limits		
2.	Auto sampler	a. Auto Sampler with Sample cooler needs to be offered with the following specification. b. Injection Method: Total Volume Injection, Variable Volume Injection c. Injection Volume Range: 0.1 -100 microliter with optional loop for 2 ml. d. Injection Volume accuracy: 0.1 % & Injection Volume precision: 0.3% RSD e. Carry over: 0.005 % f. pH range of the system must be from 1-12 or better g. Sampler Cooler: Direct cooling type sample cooler for Auto Sampler should be offered with temperature control from 4 to 40°C.		
3.	Degassing Unit	On line degassing Unit to be offered to with 4 line or more to remove the dissolved gases in the mobile phases with 400ul flow line capacity.		
4.	Column Compartment	a. Column Oven should accommodate at least 2 nos. of 25 cm Columns. b. Temperature Setting Range: 5 to 80 °C c. Temperature Precision: ± 0.1°C d. Temp. accuracy: +1% °C		

Sr. No	Descriptions	Specifications	Complied Yes/No	Remarks
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5.	Detector (Photo Diode Array)	<p>a. A Programmable PDA Detector should be offered with the following Specifications:</p> <p>b. Wavelength Range: 190 nm to 800 nm with 1024 diode array elements</p> <p>c. Bandwidth: Selectable (1.2 nm for high resolution and 8 nm for high sensitivity)</p> <p>d. Wavelength accuracy: +1 nm</p> <p>e. Wavelength Precision: +0.1 nm</p> <p>f. Noise Level: 0.5×10^{-5} AU</p> <p>g. Drift: 0.4×10^{-3} AU/h</p> <p>h. Temperature Controlled flow cell to reduce the base line noise</p> <p>i. Linearity: 2.5 AU (ASTM Standard)</p> <p>j. Flow cell should be temperature controlled</p> <p>k. Flow cell temperature range: 19 to 50°C</p>		
6.	Extension of detector	The extension facility of detector must be available to add other detectors including Refractive index, fluorescence detector or mass spectrophotometry in future.		
7.	System Controller	A System Controller for controlling all modules of HPLC System listed through the Workstation Software should be offered.		
8.	Chromatography Software:	Standard Licensed Chromatography Software for controlling the entire HPLC System through PC should be offered. The Software should be user friendly and based on Windows. Software should support all Quantitation features such as Area Normalization, Internal and External Standards, SST, Custom reporting etc.		
9.	Columns	<p>a. C18 Columns: 2 nos.</p> <p>b. C8 Columns: 2 nos.</p> <p>c. Guard Columns: 2 nos.</p> <p>The above columns need to be supplied.</p>		

Sr. No.	Descriptions	Specifications	Complied Yes/No	Remarks
10.	Consumables and Accessories	<ul style="list-style-type: none"> · Injection syringe: 2 units of each 10, 20 and 50 microliters · Cleaning Kit · Mobile phase bottle - 04 Nos. · Vacuum Filtration Unit 		
11.	Printer	Laser Printer		
12.	Documentation	<p>a. User/technical/maintenance manuals to be supplied in English.</p> <p>b. Certification of calibration and inspection.</p>		
13.	Minimum essential spares:	Supplier should confirm the availability of minimum essential spares in the next 10 years after installation		
14.	Desktop Computer	Intel i5 Processor or more with at least 3 GHz speed, 8 GB RAM, 1TB HDD - Windows 10, at-least 21 inch LED monitor, CD/DVD Drive/writer, with all supportive ports, cables and plugs of standard company).		
15.	UPS	UPS- 3 KVA with 30 min back up need to be supplied		
16.	Warranty	Warranty: 3 years onsite OEM warranty from the date of installation including Spare, Consumable and final acceptance and back up of parts for 5 years including periodic calibration and servicing whenever required. UPS and PC should also be cover in warranty.		
17.	Installation & Training	Installation and training to the user should be given at our laboratory. Compliance statement must be enclosed along with offer.		
18.	Installation in India	The quoted system or equivalent category		

	a	gory system should have at least 5 numbers of installations in India by the vendor. List of such 5 users with contact numbers of faculty in-charge and copy of their installation report should be enclosed. At least two most recent P O copy must be submitted.	
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Sr. No.	Descriptions	Specifications	Complied Yes/No	Remarks
19.	Service facility and down-time call attendance:	Supplier should clearly mention about their service set up in India (preferably in Western part of India) for prompt service support along with contact details of service engineers specially trained on the offered system. Service should be provided within 72 hrs from the report of technical problem so that machine down time is minimized. In case the Equipment / System remains non-operational for more than 5 days then warranty period will be extended for the equivalent period for which Equipment / System remained non-operational. Warranty extension in such case shall be done without prejudice to any other Term & condition of the contract.		
20.	Pre-Installation requirement and tool kit:	Necessary tool kit and pre installation advice should be sent immediately after the placement of the order.		
21.	Validity of Quotation	Minimum 3 months.		
22.	Re-installation:	Since the instrument will be installed in the temporary campus initially, vendor should take responsibility of shifting the instrument at their cost to the permanent campus at a later date even if the warranty period is over. An undertaking in this regard must be submitted.		
23.	For Calibrations	Calibration Standards Kit should be provided along with the instrument. At least 1000 suitable Vials & Septas should be provided.		

Please Note:

1. Only reputed brands are acceptable.
2. Please upload the offered product brochure along with Annexure VI.

Date:

Authorized Signatory

Seal& Sign

Name:

Date:

Designation:

Place:

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 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 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 being 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 they can raise their representation against the same by using the Representation window provided in the bid details in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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](#)