

Bid Corrigendum

GEM/2024/B/5644011-C1

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. 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)
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.
3. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
 - ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
 - iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
4. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
 5. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
 6. Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee

location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

7. Buyer Added text based ATC clauses

1. Bidders must submit previous POs of similar item supplied important institutions like, IITs, NITs, IISERs, N SER, and Central Universities etc. Failure to submit the same, Bid may be rejected.
2. Bidders must submit the Manufacture Authorization Form, Declaration for Local Content duly signed by OEM as per Annexures attached. Failure to submit the same Bid may be rejected.
3. Bidder must submit the Bidder Details, Acceptance for Bid Terms and Conditions, Bid Securing Declaration certificate and Vendor Master Form as per Annexures attached. Failure to submit the same, Bid may be rejected.
4. Bidder must submit the undertaking regarding land Border Sharing as per Office Memorandum dated 23.07.2020 issued by Dept. of Expenditure as per Annexure II attached. Failure to submit the same, Bid may be rejected.
5. **Payment Term :** Payment will be made after delivery, installation & satisfactory acceptance by the user subject to submission of all requisite clear documents i.e PBG 5% of total order Value valid till 38 months from the date of installation, Delivery Challan certified with exact date of supply by the consignee, Original Tax invoice, Warranty Certificate, Installation Certificate etc. If the supplier fails to submit the PBG, the Institute will release 95% payment and the balance 5% will be released after completion of the warranty period + 2 months only.
6. **INSTALLATION:** Wherever installation is required the same should be done by the supplier within 30 days of the supply of the equipment failing which the purchase order is liable to be cancelled/penalty may be imposed as per Purchase Order terms and conditions. In case the item ordered for is a machine/equipment the same should be successfully installed and commissioned immediately but in no case later than one month of the supply of the same. For delay in commissioning beyond the 30-day scheduled period, damages as deemed appropriated may be deducted from the Bill/ Agency Commission.
7. **DELIVERY WITH INSURANCE:** The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be secured, safely and adequately packed, insured & dispatched at the risk of supplier and packing costs quoting this order reference should be kept in all packages. Local firms are requested to deliver the goods in our stores before 3.00 PM on any working day.
8. All damaged or unapproved goods shall be returned at your cost & risk and the incidental expenses incurred thereon shall be recoverable from any of your bill. 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 the service centre is not already there at the time of bidding, the successful bidder / OEM shall have to establish one within 30 days of award of the contract. Payment shall be released only after the submission of documentary evidence of having a Functional Service Centre.
9. **LIQUIDATED DAMAGES:** As time is the essence of this order, the date of delivery & installation should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and a penalty for late delivery will be imposed @ 0.5% of the contract value per week or part of the week of the delayed period, subject to a maximum of 10% of the total value of supply order.
10. **CANCELLATION:** CANCELLATION: Printed conditions, if any, contained in or sent along with the quotation shall not be binding on us. IIT Bhubaneswar reserves all the right to cancel the Purchase Order at any stage without assigning any reason thereof.
11. **JURISDICTION:** This contract between the supplier and the buyer shall be governed by the LAWS of India and under this contract shall be taken by the parties only in Bhubaneswar, India to competent jurisdiction.
12. As per CVC guidelines OEM and their authorised dealer/partner cannot bid simultaneously for the same item in the same tender. In such case, OEM Bid will be considered.
13. After opening the technical Bid, the bidder may be asked in writing or online(through email/gem portal) to clarify the uploaded documents provided in the technical bid, if necessary, with respect to any doubts or the illegible documents required for technical evaluation. The institute may ask for any other documents/in

Technical specification for Dynamic Light Scattering (DLS) instrument with Zeta Sizer

Annexure-A
<u>Technical Specification for Dynamic Light Scattering (DLS) instrument with Zeta Sizer</u> (For Advanced Particle size, Zeta Potential, Molecular Weight Analyzer)
<p>The Instrument should perform Particle Size, Zeta Potential & Molecular Weight measurements in a single measuring unit at variable temperature (0°C - 90°C or more with 0.1°C accuracy) with built Peltier temperature controller.</p> <p>-</p>

Sl. No.	Description of the Specification	Comply / Not Comply	Ref. Page No.
1.	<p><u>Key features</u></p> <p>-</p> <ol style="list-style-type: none"> 1. Temperature control as standard accessory to cover the entire temperature range as mentioned above. 2. The system should have Photo Diode Detector (Avalanche Photo Diode detector is preferable). 3. Should have a facility to conduct measurements in kinetic mode. 4. Should have facility to measure the molecular size of clusters/large molecules. 5. System should comply with ISO 13321 laser guideline. 6. Laser Power: He-Ne or similar laser source with laser power of 10 mW or less with auto attenuation feature for higher sensitivity of the instrument. 7. Air Purging: The instrument should have Dry Air purging facility to avoid condensation. 8. Optics: Fixed Optics with automatic alignment prior to measurement. 9. Power: AC 100-240 V. 10 Ambient conditions: +10°C to +35°C, 35 to 80% RH (Non-condensing). 11 Interface: USB 2.0 or higher. 12 Correlator: The system should preferably have Digital correlator minimum (25ns) with up to 3000 or more channels. 13 Measurement time: Should be less than 10Sec for one run. 		

2.	<p><u>Particle Size Measurement</u></p> <p>-</p> <ol style="list-style-type: none"> Particle size range (diameter): 0.5 nm - 10 microns or better. Principle: Dynamic Light scattering (measurement angle – 90° and 15° or less). Instrument should have automatic and manual measurement facility. Manual measurement must have facility of fixing measurement position with the cuvette and attenuator. Sample Concentration: Minimum sample concentration around 1 mg/mL (considering the molecular weight of macromolecule 15000 g/mol or 15000 Da), Max. sample concentration around 40% w/v or better. Necessary cuvettes for Size measurement: Cuvettes for use in Aqueous & Non-Aqueous Medium- <ul style="list-style-type: none"> Square re-usable Polystyrene 100 Cuvettes (volume 1-1.5 ml) with 100 stoppers. Glass Cuvette (volume 1-1.5 ml) – 3 nos. Low volume sample analysis accessories for less than 5 µl sample measurements. Low volume Glass Cuvette (0.1 ml or less) – 3 nos. <p>-</p>		
3.	<p><u>Molecular Weight Determination</u></p> <p>-</p> <ol style="list-style-type: none"> Measurement Technique: Static Light Scattering with Debye Plot. Range of molecular weight: around 1000 Da – 10x 10⁶ g/mol (or Da) or better. Provision should be there to measure the molecular weight of small sized samples (for example – less than 5 nm). <p>-</p>		

4.	<p><u>Zeta Potential (in both aqueous and non-aqueous solution phase)</u></p> <ol style="list-style-type: none"> 1. Measurement principle: Preferably by high and low frequency micro-electrophoresis, laser doppler velocimetry with phase analysis light scattering having mixed-mode measurement facility. 2. Zeta potential measurement range: Preferable more than +/-400mV. 3. Size range: Diameter: 5 nm – 90 microns or better. 4. Sample conductivity range: Preferably more than 150mS/cm to 250 mS/cm or more. 5. Maximum sample concentration: 30% w/v or higher. 6. Live measurement window: Live measurement windows for display of Frequency, Voltage and Current, and Zeta potential vs Current. 7. Minimum sample volume: 20 µl or less. 8. Mobility Range: $\geq \pm 20 \mu\text{m.cm/V.s}$. 9. High and Low Salt Concentration: System should have a facility to take care of Low and high Salt concentration samples. 10. Necessary cuvettes for Zeta Potential measurement: Should provide Zetapotential Cell with Gold Electrode (re-useable) for Aqueous based samples (Optional) (10Nos). 11. Special Cell kit for Non Aqueous sample measurement which can perform both size and zeta potential measurements in same cuvette. <p>-</p>		
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	<p><u>Software</u></p> <ol style="list-style-type: none"> 1. Software should be suitable for running the equipment, data acquisition, data analysis, data transfer, graphical presentation etc. Vendor should also mention the key feature of the software. <ol style="list-style-type: none"> 2. Should be compatible with Windows OS. 3. Should have facility to create Standard Operating Procedure (SOPs) for better result quality & easy handling. 4. Software should generate robust data quickly and increase measurement repeatability. 5. Software should have deep learning-based data quality system, for assessment of any size data quality issues, with clear advice on how to improve results. Should provide instant feedback and actionable advice on how to improve data quality. <ol style="list-style-type: none"> 6. Should have built-in library for RI with facility to insert RI for new sample. 7. Access to all measured data including correlation functions, fitted data points, residuals and all experimental parameters must be available and stored for subsequent examination and recalculation. <ol style="list-style-type: none"> 8. Should have facility of Custom Report Generation for different application. 9. Should have built-in library for different solvent for selecting appropriate viscosity with facility to insert viscosity for new sample. 10. Data representation should have facility to display Intensity wise / Volume wise / Number wise Particle Size Distribution and Statistics. 11. Should have facility to “see the correlogram”, “over plot the results for direct comparison”, “Temperature based trend analysis facility”, “Time based trend analysis facility”, “Crystal screening facility”, “measure 2nd Viral Co-efficient”, “Polymer Characterization facility”, “measure/display of Zeta Potential, Electrophoretic Mobility, Conductivity, Temp, Formulation Stability”. 12. System should have feature to identify and separately classify rogue large particles so that they do not influence the consistently-present particle size result, providing a more representative view of the sample. 13. Software upgradation should be free for lifetime. 14. Computer specifications: Hardware specification: Intel Core i7 processor (Quad Core, 4th generation or higher), 8GB RAM, 500 GB HDD, CD-ROM or DVD +/-RW drive, Minimum 4 USB Ports (USB 3.0), Wide screen monitor. Operating system: Windows 10 Professional (64 bit); MS Office, Adobe Acrobat reader for PDF conversion of Analysis reports). 15. An online UPS with 1 h power back up <p>-</p>		
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	<p><u>Other Terms</u></p> <ol style="list-style-type: none"> 1. Support: -Remote access of the instrument. -Readily available complete service spare kit optical alignment on the fault identification and rectification. 2. Installation/Demonstration/Application Training at site: Free of cost. 3. Warranty: 3 years from the date of Installation. 4. Service Downtime: 24 to 48 Hrs. 5. Service Centre: Bhubaneswar or around. 6. At least five installations in the last five years in the premier central government institute. 		
<p>All necessary documents including proper datasheet of the quoted model should be given at the time of bid submission without fail for technical evaluation.</p>			
<p>Bidders are requested to submit the acceptance of specification/compliance statement on their Company's letter Head duly stamped and signed. Any deviation in the specification may be subject to rejection of the bid.</p>			

8. 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.
9. Buyer uploaded ATC document [Click here to view the file.](#)

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attache categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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](#)