

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH AT NEW DELHI**

O.A. No. 717 of 2024

IN THE MATTER OF:

News Item titled "**People Are Breathing In Cancer-Causing Chemicals in their cars study find**" appearing in NDTV.com dated 08.05.2024

..... *SUO-MOTO*

Versus

UNION OF INDIA & ORS.

...RESPONDENTS

N.D.O.H 24.04.2025

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Filed by:



M/s. SIKRI & COMPANY

ADVOCATES FOR RESPONDENT NO. 3
229, LAWYERS CHAMBERS,
DELHI HIGH COURT
NEW DELHI 110003

Place: New Delhi
Dated: 18.02.2025

MOBILE No. 9671444468, 9311331805
EMAIL: SIKRICO@SIKRILAW.COM

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH AT NEW DELHI

O.A. No. 717 of 2024

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UNION OF INDIA & ORS.

...RESPONDENTS

ADDITIONAL AFFIDAVIT ON BEHALF OF RESPON-
SENT No. 3 - INDIAN COUNCIL OF MEDICAL RE-
SEARCH (ICMR) TO THE *SUO-MOTO* ORIGINAL APPLI-
CATION UNDER THE NATIONAL GREEN TRIBUNAL
ACT, 2010 IN TERMS OF THE ORDER DATED 03.01.2025:

Most Respectfully Showeth:

I, Jagdish Rajesh, s/o Shri R. Jagdish, aged about 57 years, presently working as Assistant Director General (Admn.), Indian Council of Medical Research (ICMR), V. Ramalingaswami Bhawan, Ansari Nagar, New Delhi-110029, do hereby solemnly affirm and state as under:

जगदीश राजेश / JAGDISH RAJESH
सहा. महादेशिक (सहा.) / Asstt. Director General (Admn.),
भारतीय आयुर्विज्ञान अनुसंधान परिषद
Indian Council of Medical Research
स्वास्थ्य अनुसंधान विभाग / Department of Health Research
भारत सरकार / Government of India
अंचल नगर - 110029 - 28, आंसरी नगर, नई दिल्ली-29

1. That I am presently working as Assistant Director General (Admn.), Indian Council of Medical Research (ICMR), and authorized to file this Reply Affidavit on behalf of Respondent No. 3.
2. That save as expressly admitted herein and save what are matters of record, each and every contention made in the present Original Application shall be deemed to have been emphatically and specifically denied and disputed.
3. That liberty is further craved in making such other and further submission/filing Additional Affidavits as may be required in the facts of the case subsequently or as may be directed by this Hon'ble Tribunal.

That this Hon'ble Tribunal *vide* Order dated 12.09.2024 had directed the answering Respondent to submit a report in respect of the availability of the testing facility for compounds/elements involved in the instant Original Application, specifically, Tris (1-chloro-2propyl) phosphate, Tris (1, 3-dichlore-2 propyl) phosphate and Tris (2-chloroethy) phosphate. The said direction is reproduced herein below:

"Learned Counsel for Respondent No. 3 is also directed to obtain instructions in respect of the testing facility available for compounds/elements involved in the present case and submit a report in this regard within 8 weeks by way of an affidavit."

जगदीश राजेश / JAGDISH RAJESH
 सहा. महानिदेशक (अ.प्र.) / Asstt. Director General (Admn.)
 भारतीय आयुर्विज्ञान अनुसंधान परिषद
 Indian Council of Medical Research
 स्वास्थ्य अनुसंधान विभाग / Department of Health Research
 भारत सरकार / Government of India
 अंसारी नगर, नई दिल्ली-29 / Ansari Nagar, New Delhi-29

5. That this Hon'ble Tribunal *vide* Order dated 03.01.2025 was pleased to grant further four weeks' time to file the report in terms of the previous Order dated 12.09.2024. That the present affidavit is being filed in compliance of the said directions.
6. That it is humbly submitted, that the answering Respondent- Indian Council of Medical Research (hereinafter referred to as 'ICMR'), New Delhi, is the apex body in India for the formulation, coordination and promotion of biomedical research and is one of the oldest medical research bodies in the world. That there are around 27 Institutes under the aegis of the answering Respondent- ICMR having various thrust areas, conducting research in respect of their respective thrust areas.
7. That it is humbly submitted that information was sought from various Institutes under the patronage of the answering Respondent with respect to availability of the testing facility in regards to the chemicals/elements in question in the instant *suo-moto* Original Application.
8. That on the basis of information received, it is humbly submitted that for the purposes of analyzing three chemicals namely, TDCIPP, TCEP and TCIPP, analytical techniques such as Gas Chromatography- Mass Spectrometry (GS-MS), Liquid Chromatography- Mass Spectrometry (LC- MS) and LC- MS/MS are to be resorted to and for the same specialized equipment is required.

जगदीश राज / JAGDISH RAJESH
 सहा. निदेशक (सहा.) / Asstt. Director General (Admin.)
 भारतीय आयुर्विज्ञान अनुसंधान परिषद
 Indian Council of Medical Research
 स्वास्थ्य अनुसंधान विभाग Department of Health Research
 भारत सरकार / Government of India
 अंलादी कार. नई दिल्ली-29 / Ansari Nagar, New Delhi-22

9. That it is humbly submitted that as on date, while certain resources such as GC-MS/MS are available, there would be a need to procure Certified Reference Material (CRM) for the measurements by this analytical technique.

That furthermore, with respect to the facility of LC-MS/MS, it is humbly submitted that though the same is available, it is not functional at adequate levels. Therefore, effective testing of the above-mentioned chemicals is unfeasible/unworkable through the said technique.

10. That however, it is humbly submitted that two Institutes namely, ICMR-National Institute of Occupational Health (hereinafter referred to as 'ICMR-NIOH') situated at Ahmadabad and ICMR-National Institute for Research in Environmental Health (hereinafter referred to as 'ICMR-NIREH') located at Bhopal, both under the umbrella of answering Respondent, are in the process of procuring the requisite testing facility/equipment's which would enable the answering Respondent to effectively test/analyze such chemicals for carcinogenicity.

A copy of the tender document for procuring the High Resolution Orbitrap Mass Spectrometer by the ICMR-NIOH is annexed herewith and marked as ANNEXURE R-1.

A copy of the tender document for procurement of Liquid Chromatography with tandem mass spectrometry (LC- MS/MS) by ICMR- NIOH is annexed herewith and marked as ANNEXURE R-2.

जगदीश राय / JAGDISH RAJESH

Asst. Director General (Admin.)

भारतीय आयुर्विज्ञान अनुसंधान परिषद

Indian Council of Medical Research

भारतीय आयुर्विज्ञान विभाग, स्वास्थ्य विभाग, भारत सरकार

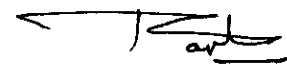
भारतीय आयुर्विज्ञान अनुसंधान परिषद, नई दिल्ली-29 / Ansari Nagar, New Delhi-29

A copy of the tender document for Automated HPCL System for Separation of complex mixtures (Q3) by ICMR-NIREH is annexed herewith and marked as **ANNEXURE R-3**.

12. That in light of the above submissions, though there are equipment's available with two Institutes however due to sampling constraints and for reasons highlighted hereinabove, testing the three chemical compounds is unworkable. However, the answering Respondent has already undertaken positive steps in procuring the needful equipment's.

13. **PRAYER:**

That therefore, in view of the above factual scenario and circumstances, it is humbly prayed that this Hon'ble Tribunal may be pleased to take on record the instant Additional Affidavit and consider the submissions made therein.



DEPONENT


राजेश / RAJESH
 सहायक निदेशक (प्रशा.) / Asst. Director General (Admn.)
 भारतीय आयुर्विज्ञान अनुसंधान परिषद
 Indian Council of Medical Research
 स्वास्थ्य अनुसंधान विभाग Department of Health Research
 भारत सरकार / Government of India
 अंसारी नगर, नई दिल्ली-29 / Ansari Nagar, New Delhi-25

VERIFICATION:

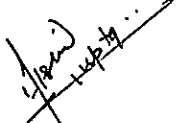
I, Jagdish Rajesh, s/o Shri R. Jagdish, aged about 57 years, presently working as Assistant Director General (Admn.), Indian Council of Medical Research (ICMR), V. Ramalingaswami Bhawan, Ansari Nagar, New Delhi-110029, do hereby solemnly affirm and declare, that the above reply has been drafted by our counsel as per instructions and the contents of the reply are true and correct as per official record and the best of my knowledge and belief. No part of it is false and nothing material has been concealed there from.

Verified at New Delhi, on 06th day of February, 2025.

Identified
 1/12/24
 17-9668/2019


 जगदीश राजेश / JAGDISH RAJESH
 सहायक निदेशक (अ.प.) / Asst. Dir. Genl. (Admn.)
 भारतीय आयुर्विज्ञान अनुसंधान परिषद
 Indian Council of Medical Research
 स्वास्थ्य अनुसंधान विभाग / Department of Health Research
 भारत सरकार / Government of India
 अंसारी नगर, नई दिल्ली-29 / Ansari Nagar, New Delhi-110029
 अंसारी नगर, नई दिल्ली-29

Through


 M/s. SIKRI & COMPANY
 ADVOCATES FOR RESPONDENT NO. 3
 229, LAWYERS CHAMBERS,
 DELHI HIGH COURT

NEW DELHI 110003

Place: New Delhi

MOBILE No. 9671444468, 9311331805

Dated: 15-02-2025EMAIL: SIKRICO@SIKRILAW.COM



Bid Number: GEM/2022/B/2829141
Dated: 07-12-2022

Bid Document

Bid Details	
Bid End Date/Time	19-12-2022 21:00:00
Bid Opening Date/Time	19-12-2022 21:30:00
Bid Offer Validity (From End Date)	165 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health Research
Organisation Name	Indian Council Of Medical Research (icmr)
Office Name	Indian Council Of Medical Research
Total Quantity	1
Item Category	High Resolution Orbitrap Mass Spectrometer (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)	150 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	50 %
Bid to RA enabled	No
Annual Maintenance Charges Required	Yes
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	62

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Director General, ICMR
 Indian Council Of Medical Research, Department of Health Research, Indian Council of Medical Research (ICMR),
 Ministry of Health and Family Welfare
 (Director General, Icmr)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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Details of the Competent Authority for MII

Name of Competent Authority	Finance Secretary
Designation of Competent Authority	Finance Secretary
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	21-06-2022
Brief Description of the Approval Granted by Competent Authority	In view of request of MoH&FW, 371 No. of Medical Devices/ Equipments were exempted

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria,

- the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.
6. 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 / Public Listed Company. 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.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
14-12-2022 11:00:00	Meeting will be conduct through VC. Link will be publish on ICMR website "https://main.icmr.nic.in". Interested bidder may also contact on mail id "cpcicmr@gmail.com" All representations/ queries of bidders must be sent to "cpcicmr@gmail.com" on or before 13.12.2022, 11:00 AM

High Resolution Orbitrap Mass Spectrometer (1 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Annual Maintenance	
Warranty of required product	5 Year
Annual Maintenance Charges Duration (Post Warranty)	5 Year
Annual Maintenance Charges Frequenecy	Quarterly

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Aneesh Vyas	110029, INDIAN COUNCIL OF MEDICAL RESEARCH V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, NEW DELHI	1	42

Buyer Added Bid Specific Terms and Conditions

1. Generic

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.

2. Generic

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.

3. Generic

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. Generic

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.

5. Generic

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 :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) 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.

6. Generic

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. Generic

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.

8. Generic

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.

9. Turnover

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.

10. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

11. Certificates

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. Warranty

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.

13. 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.

14. Warranty

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.

15. 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 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.

16. Forms of EMD and PBG

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.

17. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Tender Inviting Authority: This tender enquiry for procurement of 01 No. of High Resolution Orbitrap Mass Spectromete is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at ICMR-NIOH, Ahmedabad.

2. Interested bidders are required to sign "Bid Security 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 forbids document, they will be suspended for the period of 6 months from being eligible to submit Bids for contracts with the entity that invited the Bids.

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

10. Consignee details (Place of Delivery, Installation, Commissioning) - ICMR-NIOH, Ahmedabad.

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 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. To convey to the stakeholders (including the suppliers) of this project that the program is covered under World Bank "Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012, and revised on July 10, 2015. For details please refer <https://ppfdocuments.azureedge.net/3682.pdf>. This aspect may be communicated through the Tender Documents and also the Program Operation Manual.

15. Firms debarred by the World Bank (debarment list is available online at <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>) are not eligible for any contract award under this program.

16. Delivery of Equipment means Supply, Installation, Testing and Commissioning of Equipment.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

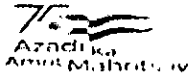
Additional Clause For Annual Maintenance Charges

1. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.
2. GST shall be included in the AMC Charges quoted.
3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.
 - 3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable if 5 year AMC selected.
 - 3.1.1 AMC charges for first year after warranty period - Percentage to be indicated- A1.
 - 3.1.2 AMC charges for second year after warranty period - Percentage to be indicated A2.
 - 3.1.3 AMC charges for third year after warranty period - Percentage to be indicated A3.
 - 3.1.4 AMC charges for fourth year after warranty period - Percentage to be indicated A4.
 - 3.1.5 AMC charges for 5th year after warranty period - Percentage to be indicated A5.
 - 3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.
 - 3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.
 - 3.4 The AMC charges shall be offered within range of 3 to 10% of cost of equipment.
4. Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.
5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 3% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.
6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.
7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

This Bid is also governed by the General Terms and Conditions

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5468746
Dated/दिनांक : 13-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-12-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-12-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	155 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health Research
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)
Office Name/कार्यालय का नाम	Indian Council Of Medical Research
Total Quantity/कुल मात्रा	2
Item Category/मद केटगरी	LC MSMS
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	LC MSMS
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Low Cement Castable LC - 90, Fiber Optic Patch Cord, Low Cement Castable LC - 70 for Snorkels as per IS 15541, Fiber Optic Patch Panels, Rack Mountable, Triple Quadrupole LCMS System for contaminant analysis in Food and Dairy Products, Hard disk drives, Lost Circulation Control Additive (LCCA) (ONGC), Locking Compression Plates (V2), Liquid Crystal Display LCD Panel or Monitors, bar code reader equipment
अपिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Gas Chromatography - Triple Quadrupole Mass Spectrometry (GC - MS - MS) High Performance Liquid Chromatography (HPLC) System
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	227 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/पिगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रियर्स नीलामी सक्रिय किया	No
Annual Maintenance Charges Required	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	62

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन

जमानत राशि, जसं यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Director General
Indian Council Of Medical Research, Department of Health Research, Indian Council of Medical Research (ICMR),
Ministry of Health and Family Welfare
(Director General, Icmr)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority for MII

Name of Competent Authority	Finance Secretary
Designation of Competent Authority	Finance Secretary
Office / Department / Division of Competent Authority	Department of Expenditure, Ministry of Finance
CA Approval Number	F.4/1/2023-PPD(Pt.)
Competent Authority Approval Date	28-06-2024
Brief Description of the Approval Granted by Competent Authority	On the request of MoH&FW, equipment has been exempted (Sl. No. 105)

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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. F.1/4/2021-PPD dated 18.05.2023 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.

6. 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.

7. 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.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
27-11-2024 11:00:00	The meeting will be held through VC mode. Meeting link will be shared later. All representations/ queries of bidders must be sent to "cpicmr@gmail.com" on or before 26.11.2024, 02:00 PM

LC MSMS (2 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/केत विशिष्टि दस्तावेज़	Download
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Annual Maintenance	
Warranty of required product	5 Year
Annual Maintenance Charges Duration (Post Warranty)	5 Year
Annual Maintenance Charges Frequency	Quarterly

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog

(21)

specification

Consignees/Reporting Officer/परेषिती/रिपोटिंग अधिकरी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोटिंग अधिकरी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	P. Sivaperumal	380016, Meghaninagar, Ahmedabad	2	60

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

1. Generic

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. Generic

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. Generic

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. 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. Generic

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. Generic

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. Generic

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.

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22**8. Generic**

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. Generic

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. Turnover

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. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

12. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

13. Warranty

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 4% 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).

14. Warranty

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.

15. 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.

16. Warranty

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.

17. 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 General, ICMR
payable at
New 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. Forms of EMD and PBG

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, New Delhi

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 Bid Specific ATC

Buyer Added text based ATC clauses

1. Tender Inviting Authority: This tender enquiry for procurement of 2 Nos of LC MSMS is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at ICMR-National Institute of Occupational Health, Ahmedabad

2. Bidders needs 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.

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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 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.

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(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 of Occupational Health, Ahmedabad

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 the purchaser/consignee under the contract, deduct from the contract price, as liquidated 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 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 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 authorise only one agent/dealer.

17. 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 shares a land border with India; I/ We certify that the bidder is not from such a country or, if from such a country, have been registered with the Competent Authority"

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Disclaimer/अस्वीकरण

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 attached 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.

Additional Clause For Annual Maintenance Charges

1. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.

2. GST shall be included in the AMC Charges quoted.

3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.

3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable if 5 year AMC selected.

- 3.1.1 AMC charges for first year after warranty period - Percentage to be indicated- A1.
- 3.1.2 AMC charges for second year after warranty period - Percentage to be indicated A2.
- 3.1.3 AMC charges for third year after warranty period - Percentage to be indicated A3.
- 3.1.4 AMC charges for fourth year after warranty period - Percentage to be indicated A4.

3.1.5 AMC charges for 5th year after warranty period - Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 10% of cost of equipment.

4. Since AMC charges are to be paid only later for each year during AMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 2.5% on the total contract value including AMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year. The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis. The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

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

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. 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 या इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और वानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



Bid Number/बोली क्रमांक (विड संख्या):
GEM/2024/B/5596999
Dated/दिनांक : 26-11-2024

Bid Document/ विड दस्तावेज़

Bid Details/विड विवरण	
Bid End Date/Time/विड बंद होने की तारीख/समय	06-12-2024 21:00:00
Bid Opening Date/Time/विड खुलने की तारीख/समय	06-12-2024 21:30:00
Bid Offer Validity (From End Date)/विड पेशकश वैधता (बंद होने की तारीख से)	170 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health Research
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)
Office Name/कार्यालय का नाम	Indian Council Of Medical Research
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Automated HPLC System for Separation of complex mixtures (Q3) (PAC Only)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	200 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes

Bid Details/बिड विवरण	
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (x)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

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

Beneficiary/लाभार्थी :

Director General, ICMR
Indian Council Of Medical Research, Department of Health Research, Indian Council of Medical Research (ICMR),
Ministry of Health and Family Welfare
(Director General, Icmr)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

Details of the Competent Authority approval for PACCompetent Authority Approval document for PAC : [View Document](#)

Name of Competent Authority	Dr. Rajnarayan Tiwari
Designation of Competent Authority	Director
Office / Department / Division of Competent Authority	ICMR-NIREH, Bhopal
CA Approval Number	ICMR/CPC/2023-24/Orbitrap-NIREH(179093)
Competent Authority Approval Date	2024-04-26 00:00:00
Brief Description of the Approval Granted by Competent Authority	No manufacturer other than M/S. ThermoFisher Scientific manufacture Orbitrap System

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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.

6. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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. F.1/4/2021-PPD dated 18.05.2023 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.

7. 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.

8. 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.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Financial Bid - [1731334661.xlsx](#)

Automated HPLC System For Separation Of Complex Mixtures (1 pieces) (Under PAC)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमरा: श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Make	thermoscientific
Model	vanquishflex

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Standard parameter	Instrument calibration standards	IEC 17025, NA
Quaternary Gradient Solvent Delivery Unit with Degassing Unit	Components of unit	Quaternary Low-Pressure Gradient pump & Parallel Double Plunger, Quaternary Low Pressure Gradient pump & Serial Double Plunger
	Number of solvents delivery	4

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Flow rate setting range in ml/min	0.001 to 10
	Flow rate accuracy	± 1 %, ± 0.1%, ± 1 % or better
UV-Vis Detector	UV-Vis Detector provided	Yes, No Or higher
	Light source	Deuterium lamp, NA if not provided, Tungsten Lamp
	Spectrum Band width in nm	4, 5, 6, 8, NA if not provided
	Wavelength range in nm	190 - 700, NA if not provided
	Sampling Rate in Hz	80, 90, 100, NA if not provided
	The flow cell must be temperature Controlled	Yes, NA if not provided
	Wavelength accuracy in nm	± 1, NA if not provided
	Wavelength reproducibility in nm	± 0.1, NA if not provided
	Drift in AU/Hour	less than 1×10^{-4} , NA if not provided
	Noise level in AU	± 2.5×10^{-6} , NA if not provided, ± 5×10^{-6}
	Ability to monitor and quantitative 2 wavelengths simultaneously	Yes, NA if not provided
	Linearity in AU	2.5 or more, NA if not provided
	Temperature control provided for Flow cell	Yes, NA if not provided
	Temperature control range for flow cell in Degree Celsius	5 degree above room temp to 50 degree, NA if not provided
	flow cell path length in mm	10, NA if not provided
	Flow cell volume in ?l	10 - 15, NA if not provided, 16 - 20
Auto Sample Injector with cooler	Injection Method	Total volume sample injection
	Carry over of sample	0.005% or lower, 0.025% or lower
	Injection precision in RSD	less than 0.20 % RSD, less than 0.50 % RSD
Software	Operating Windows	Win 7 or latest, Win 10 or latest
Photo Diode Array (PDA) Detector	Provision of Photo diode array	Yes, No Or higher
	PDA detector Wavelength range in nm	190- 800 or better, NA if not provided
	Number of Diodes	512, 1024, NA if not provided
	PDA detector light source	Deuterium lamp and Tungsten lamp, NA if not provided, Deuterium lamp, Tungsten Lamp
	PDA detector Wavelength accuracy in nm	± 1, NA if not provided

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Data Rate in Hz	100, NA if not provided, <100
	Noise in AU	less than $\pm 0.6 \times 10^{-5}$ or lower, NA if not provided, less than $\pm 1 \times 10^{-5}$ or lower
	PDA detector Drift in AU/Hour	less than 1×10^{-4} , NA if not provided, less than 1×10^{-3}
	Temperature controlled flow cell in C	5 degree above room temp to 50 degree, NA if not provided
	Flow cell	Flow cell, NA if not provided
Warranty & Reports	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	2, 3, 4, 5, 1 Or higher
	Number of installations in Central /State/PSU Govt Hospitals	0, <3, >3
	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes, No Or higher

Additional Specification Parameters - Automated HPLC System For Separation Of Complex Mixtures (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Compliance to the specification mentioned in the Buyer Added Bid Specific ATC	Only those specification mentioned in para 20 of the Buyer Added bid Specific ATC will be considered for evaluation

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोटिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manoj Kumar	462030,Bhopal Bypass Road, Bhauri, Bhopal	1	90

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

1. Generic

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. Generic

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. Generic

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. 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. Generic

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. Generic

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. Generic

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. Generic

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. Generic

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. Turnover

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. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

12. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

13. Warranty

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 5% 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).

14. Warranty

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.

15. 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.

16. 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 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.

17. Forms of EMD and PBG

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.

18. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Tender Inviting Authority: This tender enquiry for procurement of 01 No. of High Resolution Orbitrap Mass Spectrometer is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at ICMR-NIREH, Bhopal.
2. Bidders needs 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 their 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 non-rectification of defects/ deficiencies not attended by the Supplier or other

erwise. 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. 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.

11. 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 liquidated

y 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.

12. GST will be applicable as per the latest GoI notification.

13. Delivery of Equipment means Supply, Installation, Testing and Commissioning of Equipment.

14. 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).

15. 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 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 authorise only one agent/dealer.

16. It is for general information of Aspirant Manufacturer/ Dealer/ Distributor to submit their representation, if any, on proprietorship of this goods in terms of Rule 166 (i) of GFR, 2017. In case, the product of any other Manufacturer/ Authorized Distributor/ Dealer conforms to the enclosed specifications, they may submit their proposal for the supply of same equipment along with the following:- (a) Brochure (b) Point-by-point compliance of the enclosed specifications, along with all relevant documentary evidence. The representation should be sent to The Director General, ICMR, New Delhi on cpcicmr@gmail.com so as to reach on or before 05.12.2024 up to 11:00 AM, failing which it will be presumed that no any other bidder is interested to offer comments/ objection and case will be decided accordingly on its merit.

17. 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 shares a land border with India; I/ We certify that the bidder is not from such a country or, if from such a country, have been registered with the Competent Authority"

18. Break-up of the quoted cost is to be submitted strictly in the format attached in the tender document. The AMC Contract shall be an offline contract to be handled separately by ICMR. AMC charges are to be paid only later for each year during AMC period.

19. Consignee details (Place of Delivery, Installation, Commissioning) - ICMR-National Institute for Research in Environmental Health (NIREH), Bhopal.

20. TECHNICAL SPECIFICATIONS

(a) HRMS system, which can deliver High Mass Resolution and High Mass Accuracy for identification and quantitation of organic compounds for various environmental applications.

(b) **Source:** System should be provided with separate ESI and APCI sources with easy interchangeable without venting/breaking the vacuum.

(c) **Flow Injection System:** System should be provided with syringe pump with syringe and divert valve for direct introduction of the sample.

(d) **Mass analyzer:** The instrument should be capable of operating in following modes:

(i) Mass analyzer's mass range: 50 to 3000 m/z or better.

(ii) Mass spectrometer must be capable of real-time data acquisition and data processing, enabling a high spectrum repetition rate

(iii) Mass spectrometer can utilize accelerated Higher Collisional Dissociation (HCD) cell for generating high quality fragment spectra.

- (iv) Mass spectrometer must be able to perform parallel filling and detection to increase duty cycle
- (v) Mass spectrometer must not need liquid cooling
- (vi) Mass spectrometer must be a high-resolution FT bench-top system

(e) Resolution:

System should demonstrate min. resolution of 1,20,000 FWHM or better at 200 m/z so that ions of interest can be differentiated by interfering peaks/ions. Also avoiding the false positive and false negative results even in complex sample.

(f) Mass Accuracy:

(i) Mass spectrometer should have robust and reliable source providing sub ppm accuracy & can run without frequent calibration up to 7 to 8 days.

(ii) Should be able to perform polarity switching with consistency in mass accuracy for entire mass range up to 10 days or more.

(g) **Sensitivity:** The sensitivity in MS/MS scan mode should be > 250:1 for 500 fg of reference standard on column injection.

(h) **Acquisition Rate:** up to 20Hz or better

(i) **Dynamic Range:** System should demonstrate in spectrum dynamic range of > 5000 with claimed mass accuracy.

(j) **Polarity Switching:** Mass spectrometer must be capable of fast polarity switching, i.e. one cycle consisting of acquiring

(i) One Full scan in positive mode and one Full scan in negative mode at resolution setting 60,000 with < 700 ms equals >1.4 Hz

(ii) One tSIM scan in positive mode and one tSIM scan in negative mode at resolution setting 60,000 with < 600 ms equals >1.6 Hz

(iii) In polarity switching mode the instrument must perform within the defined mass accuracy specifications

(k) Scan Function:

(i) Mass spectrometer must acquire and display below scan functions

(ii) Full Scan mass spectra

(iii) Selected Ion Monitoring (SIM)

(iv) Full Scan MS/MS spectra

(v) Selected Reaction Monitoring/Multiple Reaction Monitoring (SRM/MRM)

(vi) Multiplexed SIM mass spectra of up to 20 simultaneously detected precursor ions

(vii) Multiplexed MS/MS mass spectra capability

(viii) "All-Ion-Fragmentation" mode, fragmenting all ions of a defined mass range with high resolution accurate mass acquisition

(ix) Timed SIM for scheduled data acquisition of target compounds

(x) Timed MS/MS for scheduled data acquisition of target compound fragment spectra

(xi) System should have variable precursor ion selection

(xii) Must acquire "Data Independent Acquisition" (DIA) data sets

(xiii) Automatic Gain Control to automatically control ion injection time for optimized ion current across the entire chromatographic peak

(xiv) Instrument must have a Predictive AGC algorithm to determine the ion injection time without carrying out a pre-scan event to increase the instrument scan speed/decrease the instrument cycle time.

(xv) Dynamic Exclusion capability to temporarily exclude an ion, while allowing MS/MS spectra acquisition of minor abundant precursors

(xvi) Normalized Collision Energy capability to automatically compensate for the mass and charge dependent energy deposition and provide instrument-to-instrument reproducibility

(xvii) Stepped Normalized Collision Energy to allow multiple activation energies to be applied to the same precursor.

(xviii) Apex triggering algorithm, which enables the instrument to trigger data dependent events close to the Apex of a chromatographic peak.

(l) Calibration:

- (i) System should have complete auto-calibration capability to set all relevant voltages automatically during external calibration.
- (ii) System should have capability to accurately identify and precisely quantify analytes without frequent calibration for minimum 7 to 8 days.
- (iii) System should be capable of performing internal calibration preferably without introduction of any lock masses by targeting any user defined stable background ion.

(m) General Technical Specifications of Ultra High-Pressure Liquid Chromatography System:

- (i) UHPLC make should be same as that of HRMS (single vendor solution).
- (ii) Quaternary system with four solvents, with built-in degasser
- (iii) Flow rate must be in the range of 0.1 to 5.0 ml/min or better
- (iv) Flow rate accuracy must be ± 0.1 % or better
- (v) Back pressure capability of 15000 psi or better
- (vi) Auto sampler with sampler cooler should have a minimum sample capacity of 200 x 1.5-2 ml vials capacity or more and also 96/384 well plates.
- (vii) Column Oven with capacity to hold at least 1-2 columns and temp range from ambient to 85°C.
- (viii) Should quote C18 columns: a) 2.1x100mm sub-2 μ particle size or equivalent, b) 2.1x100mm 5 μ particle size or equivalent c) 4.6x150 mm columns 5 μ particle size or equivalent for forensic application

(n) System Software:

- (i) System software should be capable of controlling and acquiring the MS system, determining the empirical formula from the m/z value from spectra with algorithm for better matching. The fragment prediction software with HRMS database should be quoted. The database should have more fragments with different energies of collision dissociation.
- (ii) System shall be able to perform the unknown identification, screening, quantitation of analytes/ small molecules.
- (iii) Software for the high throughput screening and quantitation shall be provided
- (iv) Software shall analyze & report the data with customizable flagging option & report template.
- (v) Software shall acquire and process targeted screening and routine quantitative data from LC and GC (including multiplexed and third-party systems), Quadrupole and HRMS-MS systems.
- (vi) Software for unknown identification with spectral Library and can provide the peak, raw data, chromatography peak and mass spectrum in single window

(o) Pre-requisite:

- (i) All the pre-requisite like nitrogen generator, separate UHP Nitrogen cylinder with complete gas purification system, 15 kva UPS (3 phase*3phase) with 60 mins battery backup and all other gasses required to run LC-HRMS should be quoted.

- (ii) Branded 1 Nos PC System must be supplied as per below configuration for data acquisition

Intel i7 (6 Core/12MB/12T/up to 4.6GHz/65W Processor, Windows 10 OS, 32GB (4*8GB) DDR4 RAM, M.2 5 12 SATA Class 2 SSD, additional 3.5 inch 1TB HDD, SATA Cable for 2nd HD, Intel Integrated Graphics, DVD +/- RW 9.5mm optical disc drive, Key board, Mouse, 24 inch LED Monitor.

- (iii) Branded 1 Nos PC System must be supplied as per below configuration for data processing

Intel CORE i7 10th Generation 10700 Processor, 64 GB RAM PC4 -10600 2666 MHz DDR4 UDIMM, 500 GB S

old State Drive, 1TB 7200 RPM HDD 4 USB IN BACK SIDE AND 4 FRONT SIDES, (1 C Port) Multiburner, Keyboard and Mouse, 2 Giga LAN, Win 10 Pro 64 Bit, Latest MS Office

(iv) LaserJet B/W Printer, 43" 4K Commercial Monitor with 15-meter HDMI Cable & DP to HDMI Converter for data processing PC.

(p) **Training:** Training must be given at sight and the training schedules should be at least 10 days in two sets of 5 days each within the span of 6 months.

(q) **Warranty:** Total 5 Years warranty from date of installation. Warranty should also include for all relevant local items like PC and UPS.

Note:

(a) The bidder should submit point by point compliance to the above specification.

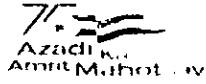
(b) Data Sheet, brochure, website link substantiating each technical specification should be provided for verifying the compliance of the same.

Disclaimer/अस्वीकरण

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 attached 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.



Bid Number/वोली क्रमांक (विड संख्या):

GEM/2024/B/5596999

Dated/दिनांक : 26-11-2024

Bid Document/ विड दस्तावेज़

Bid Details/विड विवरण	
Bid End Date/Time/विड बंद होने की तारीख/समय	06-12-2024 21:00:00
Bid Opening Date/Time/विड खुलने की तारीख/समय	06-12-2024 21:30:00
Bid Offer Validity (From End Date)/विड पेशकश वैधता (बंद होने की तारीख से)	170 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health Research
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)
Office Name/कार्यालय का नाम	Indian Council Of Medical Research
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Automated HPLC System for Separation of complex mixtures (Q3) (PAC Only)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	200 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes

Bid Details/बिड विवरण	
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (x)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

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

Beneficiary/लाभार्थी :

Director General, ICMR
Indian Council Of Medical Research, Department of Health Research, Indian Council of Medical Research (ICMR),
Ministry of Health and Family Welfare
(Director General, Icmr)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

Details of the Competent Authority approval for PACCompetent Authority Approval document for PAC : [View Document](#)

Name of Competent Authority	Dr. Rajnarayan Tiwari
Designation of Competent Authority	Director
Office / Department / Division of Competent Authority	ICMR-NIREH, Bhopal
CA Approval Number	ICMR/CPC/2023-24/Orbitrap-NIREH(179093)
Competent Authority Approval Date	2024-04-26 00:00:00
Brief Description of the Approval Granted by Competent Authority	No manufacturer other than M/S. ThermoFisher Scientific manufacture Orbitrap System

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
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.
6. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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. F.1/4/2021-PPD dated 18.05.2023 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.

7. 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.

8. 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.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Financial Bid - [1731334661.xlsx](#)

Automated HPLC System For Separation Of Complex Mixtures (1 pieces) (Under PAC)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Make	thermoscientific
Model	vanquishflex

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Standard parameter	Instrument calibration standards	IEC 17025, NA
Quaternary Gradient Solvent Delivery Unit with Degassing Unit	Components of unit	Quaternary Low-Pressure Gradient pump & Parallel Double Plunger, Quaternary Low Pressure Gradient pump & Serial Double Plunger
	Number of solvents delivery	4

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Flow rate setting range in ml/min	0.001 to 10
	Flow rate accuracy	± 1 %, ± 0.1%, ± 1 % or better
UV-Vis Detector	UV-Vis Detector provided	Yes, No Or higher
	Light source	Deuterium lamp, NA if not provided, Tungsten Lamp
	Spectrum Band width in nm	4, 5, 6, 8, NA if not provided
	Wavelength range in nm	190 - 700, NA if not provided
	Sampling Rate in Hz	80, 90, 100, NA if not provided
	The flow cell must be temperature Controlled	Yes, NA if not provided
	Wavelength accuracy in nm	± 1, NA if not provided
	Wavelength reproducibility in nm	± 0.1, NA if not provided
	Drift in AU/Hour	less than 1×10^{-4} , NA if not provided
	Noise level in AU	± 2.5×10^{-6} , NA if not provided, ± 5×10^{-6}
	Ability to monitor and quantitative 2 wavelengths simultaneously	Yes, NA if not provided
	Linearity in AU	2.5 or more, NA if not provided
	Temperature control provided for Flow cell	Yes, NA if not provided
	Temperature control range for flow cell in Degree Celsius	5 degree above room temp to 50 degree, NA if not provided
	flow cell path length in mm	10, NA if not provided
	Flow cell volume in ?l	10 - 15, NA if not provided, 16 - 20
Auto Sample Injector with cooler	Injection Method	Total volume sample injection
	Carry over of sample	0.005% or lower, 0.025% or lower
	Injection precision in RSD	less than 0.20 % RSD, less than 0.50 % RSD
Software	Operating Windows	Win 7 or latest, Win 10 or latest
Photo Diode Array (PDA) Detector	Provision of Photo diode array	Yes, No Or higher
	PDA detector Wavelength range in nm	190- 800 or better, NA if not provided
	Number of Diodes	512, 1024, NA if not provided
	PDA detector light source	Deuterium lamp and Tungsten lamp, NA if not provided, Deuterium lamp, Tungsten Lamp
	PDA detector Wavelength accuracy in nm	± 1, NA if not provided

Specification	Specification Name/विशिष्ट क नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Data Rate in Hz	100, NA if not provided, <100
	Noise in AU	less than $\pm 0.6 \times 10^{-5}$ or lower, NA if not provided, less than $\pm 1 \times 10^{-5}$ or lower
	PDA detector Drift in AU/Hour	less than 1×10^{-4} , NA if not provided, less than 1×10^{-3}
	Temperature controlled flow cell in C	5 degree above room temp to 50 degree, NA if not provided
	Flow cell	Flow cell, NA if not provided
Warranty & Reports	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	2, 3, 4, 5, 1 Or higher
	Number of installations in Central /State/PSU Govt Hospitals	0, <3, >3
	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes, No Or higher

Additional Specification Parameters - Automated HPLC System For Separation Of Complex Mixtures (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Compliance to the specification mentioned in the Buyer Added Bid Specific ATC	Only those specification mentioned in para 20 of the Buyer Added bid Specific ATC will be considered for evaluation

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manoj Kumar	462030, Bhopal Bypass Road, Bhauri, Bhopal	1	90

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

1. Generic

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. Generic

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. Generic

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. 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. Generic

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. Generic

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. Generic

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. Generic

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. Generic

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. Turnover

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. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

12. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

13. Warranty

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 5% 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).

14. Warranty

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.

15. 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.

16. 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 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.

17. Forms of EMD and PBG

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.

18. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Tender Inviting Authority: This tender enquiry for procurement of 01 No. of High Resolution Orbitrap Mass Spectrometer is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at ICMR-NIREH, Bhopal.

2. Bidders needs 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 non-rectification of defects/ deficiencies not attended by the Supplier or other

erwise. 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. 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.

11. 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 liquidat

y 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.

12. GST will be applicable as per the latest GoI notification.

13. Delivery of Equipment means Supply, Installation, Testing and Commissioning of Equipment.

14. 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).

15. 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 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 authorise only one agent/dealer.

16. It is for general information of Aspirant Manufacturer/ Dealer/ Distributor to submit their representation, if any, on proprietorship of this goods in terms of Rule 166 (i) of GFR, 2017. In case, the product of any other Manufacturer/ Authorized Distributor/ Dealer conforms to the enclosed specifications, they may submit their proposal for the supply of same equipment along with the following:- (a) Brochure (b) Point-by-point compliance of the enclosed specifications, along with all relevant documentary evidence. The representation should be sent to The Director General, ICMR, New Delhi on cpcicmr@gmail.com so as to reach on or before 05.12.2024 up to 11:00 AM, failing which it will be presumed that no any other bidder is interested to offer comments/ objection and case will be decided accordingly on its merit.

17. 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 shares a land border with India; I/ We certify that the bidder is not from such a country or, if from such a country, have been registered with the Competent Authority"

18. Break-up of the quoted cost is to be submitted strictly in the format attached in the tender document. The AMC Contract shall be an offline contract to be handled separately by ICMR. AMC charges are to be paid only later for each year during AMC period.

19. Consignee details (Place of Delivery, Installation, Commissioning) - ICMR-National Institute for Research in Environmental Health (NIREH), Bhopal.

20. TECHNICAL SPECIFICATIONS

(a) HRMS system, which can deliver High Mass Resolution and High Mass Accuracy for identification and quantitation of organic compounds for various environmental applications.

(b) **Source:** System should be provided with separate ESI and APCI sources with easy interchangeable without venting/breaking the vacuum.

(c) **Flow Injection System:** System should be provided with syringe pump with syringe and divert valve for direct introduction of the sample.

(d) **Mass analyzer:** The instrument should be capable of operating in following modes:

(i) Mass analyzer's mass range: 50 to 3000 m/z or better.

(ii) Mass spectrometer must be capable of real-time data acquisition and data processing, enabling a high spectrum repetition rate

(iii) Mass spectrometer can utilize accelerated Higher Collisional Dissociation (HCD) cell for generating high quality fragment spectra.

- (iv) Mass spectrometer must be able to perform parallel filling and detection to increase duty cycle
- (v) Mass spectrometer must not need liquid cooling
- (vi) Mass spectrometer must be a high-resolution FT bench-top system

(e) Resolution:

System should demonstrate min. resolution of 1,20,000 FWHM or better at 200 m/z so that ions of interest can be differentiated by interfering peaks/ions. Also avoiding the false positive and false negative results even in complex sample.

(f) Mass Accuracy:

(i) Mass spectrometer should have robust and reliable source providing sub ppm accuracy & can run without frequent calibration up to 7 to 8 days.

(ii) Should be able to perform polarity switching with consistency in mass accuracy for entire mass range up to 10 days or more.

(g) **Sensitivity:** The sensitivity in MS/MS scan mode should be > 250:1 for 500 fg of reference standard on column injection.

(h) **Acquisition Rate:** up to 20Hz or better

(i) **Dynamic Range:** System should demonstrate in spectrum dynamic range of > 5000 with claimed mass accuracy.

(j) **Polarity Switching:** Mass spectrometer must be capable of fast polarity switching, i.e. one cycle consisting of acquiring

(i) One Full scan in positive mode and one Full scan in negative mode at resolution setting 60,000 with < 700 ms equals > 1.4 Hz

(ii) One tSIM scan in positive mode and one tSIM scan in negative mode at resolution setting 60,000 with < 600 ms equals > 1.6 Hz

(iii) In polarity switching mode the instrument must perform within the defined mass accuracy specifications

(k) Scan Function:

(i) Mass spectrometer must acquire and display below scan functions

(ii) Full Scan mass spectra

(iii) Selected Ion Monitoring (SIM)

(iv) Full Scan MS/MS spectra

(v) Selected Reaction Monitoring/Multiple Reaction Monitoring (SRM/MRM)

(vi) Multiplexed SIM mass spectra of up to 20 simultaneously detected precursor ions

(vii) Multiplexed MS/MS mass spectra capability

(viii) "All-Ion-Fragmentation" mode, fragmenting all ions of a defined mass range with high resolution accurate mass acquisition

(ix) Timed SIM for scheduled data acquisition of target compounds

(x) Timed MS/MS for scheduled data acquisition of target compound fragment spectra

(xi) System should have variable precursor ion selection

(xii) Must acquire "Data Independent Acquisition" (DIA) data sets

(xiii) Automatic Gain Control to automatically control ion injection time for optimized ion current across the entire chromatographic peak

(xiv) Instrument must have a Predictive AGC algorithm to determine the ion injection time without carrying out a pre-scan event to increase the instrument scan speed/decrease the instrument cycle time.

(xv) Dynamic Exclusion capability to temporarily exclude an ion, while allowing MS/MS spectra acquisition of minor abundant precursors

(xvi) Normalized Collision Energy capability to automatically compensate for the mass and charge dependent energy deposition and provide instrument-to-instrument reproducibility

(xvii) Stepped Normalized Collision Energy to allow multiple activation energies to be applied to the same precursor.

(xviii) Apex triggering algorithm, which enables the instrument to trigger data dependent events close to the Apex of a chromatographic peak.

(l) Calibration:

- (i) System should have complete auto-calibration capability to set all relevant voltages automatically during external calibration.
- (ii) System should have capability to accurately identify and precisely quantify analytes without frequent calibration for minimum 7 to 8 days.
- (iii) System should be capable of performing internal calibration preferably without introduction of any lock masses by targeting any user defined stable background ion.

(m) General Technical Specifications of Ultra High-Pressure Liquid Chromatography System:

- (i) UHPLC make should be same as that of HRMS (single vendor solution).
- (ii) Quaternary system with four solvents, with built-in degasser
- (iii) Flow rate must be in the range of 0.1 to 5.0 ml/min or better
- (iv) Flow rate accuracy must be ± 0.1 % or better
- (v) Back pressure capability of 15000 psi or better
- (vi) Auto sampler with sampler cooler should have a minimum sample capacity of 200 x 1.5-2 ml vials capacity or more and also 96/384 well plates.
- (vii) Column Oven with capacity to hold at least 1-2 columns and temp range from ambient to 85°C.
- (viii) Should quote C18 columns: a) 2.1x100mm sub-2 μ particle size or equivalent, b) 2.1x100mm 5 μ particle size or equivalent c) 4.6x150 mm columns 5 μ particle size or equivalent for forensic application

(n) System Software:

- (i) System software should be capable of controlling and acquiring the MS system, determining the empirical formula from the m/z value from spectra with algorithm for better matching. The fragment prediction software with HRMS database should be quoted. The database should have more fragments with different energies of collision dissociation.
- (ii) System shall be able to perform the unknown identification, screening, quantitation of analytes/ small molecules.
- (iii) Software for the high throughput screening and quantitation shall be provided
- (iv) Software shall analyze & report the data with customizable flagging option & report template.
- (v) Software shall acquire and process targeted screening and routine quantitative data from LC and GC (including multiplexed and third-party systems), Quadrupole and HRAM-MS systems.
- (vi) Software for unknown identification with spectral Library and can provide the peak, raw data, chromatography peak and mass spectrum in single window

(o) Pre-requisite:

- (i) All the pre-requisite like nitrogen generator, separate UHP Nitrogen cylinder with complete gas purification system, 15 kva UPS (3 phase*3phase) with 60 mins battery backup and all other gasses required to run LC-HRMS should be quoted.

- (ii) Branded 1 Nos PC System must be supplied as per below configuration for data acquisition

Intel i7 (6 Core/12MB/12T/up to 4.6GHz/65W Processor, Windows 10 OS, 32GB (4*8GB) DDR4 RAM, M.2 5 12 SATA Class 2 SSD, additional 3.5 inch 1TB HDD, SATA Cable for 2nd HD, Intel Integrated Graphics, DVD +/- RW 9.5mm optical disc drive, Key board, Mouse, 24 inch LED Monitor.

- (iii) Branded 1 Nos PC System must be supplied as per below configuration for data processing

Intel CORE i7 10th Generation 10700 Processor, 64 GB RAM PC4 -10600 2666 MHz DDR4 UDIMM, 500 GB S

olid State Drive, 1TB 7200 RPM HDD 4 USB IN BACK SIDE AND 4 FRONT SIDES, (1 C Port) Multiburner, Keyboard and Mouse. 2 Giga LAN, Win 10 Pro 64 Bit, Latest MS Office

(iv) LaserJet B/W Printer, 43" 4K Commercial Monitor with 15-meter HDMI Cable & DP to HDMI Converter for data processing PC.

(p) **Training:** Training must be given at sight and the training schedules should be at least 10 days in two sets of 5 days each within the span of 6 months.

(q) **Warranty:** Total 5 Years warranty from date of installation. Warranty should also include for all relevant local items like PC and UPS.

Note:

(a) The bidder should submit point by point compliance to the above specification.

(b) Data Sheet, brochure, website link substantiating each technical specification should be provided for verifying the compliance of the same.

Disclaimer/अस्वीकरण

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 attached 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.

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH AT NEW DELHI
OA NO. 717 OF 2024



56

IN THE MATTER OF:

News Item titled "People are Breathing In
Cancer-Causing Chemicals in their cars study
Find" appearing in NDTV.com dated 08.05.2024

..... Suo-Moto

VERSUS

Union of India & Ors.

..... Respondents

KNOW ALL to whom these present shall come that I, Jagdish Rajesh, Assistant Director General (Admn.) with Indian Council of Medical Research, New Delhi, the above named RESPONDENTS do hereby appoint:

SIKRI & CO. Advocates

- | | | | |
|-------|-----------------------------------|-------|------------------------------------|
| (i) | MS. EKTA SIKRI (D/564/05) | (v) | SHRI JASBIR BIDHURI (D-1973/2015) |
| (ii) | SHRI VIKALP MUDGAL (D-2113/2013) | (vi) | SH. ARUN SANWAL (D-1719/2017) |
| (iii) | SHRI AJAY PAL SINGH (D-1280/2013) | (vii) | SHRI SHASHWAT SHARMA (D-2187/2018) |
| | | | SH. AKSHIT GUPTA (D-9668/2019) |
- (herein after called the Advocates)

to be my / our Advocates in the above case and authorize them:

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Courts.

To sign, file, verify and present pleadings, appeals, revision, restoration, withdrawal, compromise or other petitions, may be deemed necessary or proper, for the prosecution of the case and to file and take back documents.

To withdraw or compromise the said case or submit touching or in any manner relating to the said case.

To take out execution proceedings.

To deposit, draw and receive money, cheques and things which may be necessary to be done for the progress and

To appoint instruct any other legal Practitioner authorized conferred upon the Advocates whenever they may think fit to do so and to sign the power attorney, and to sign the power attorney, acts, as if done by me/us to all intents and purposes.

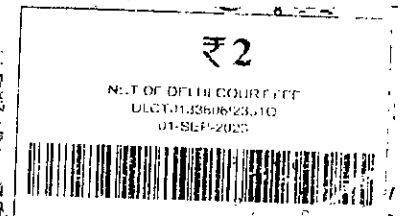
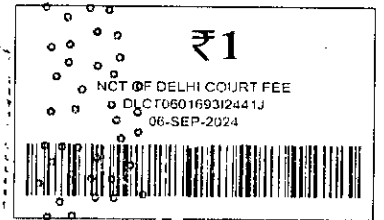
And I/we undertake that I/we or my/our authorized agent would appear in Court on all hearings and will inform the advocates for appearance, when the case is called.

And I/we the undersigned do hereby agree not to hold the advocates or their substitute (s) responsible for the result of the said case in consequence of this absence from the Court when the said case is called up for hearing, or for any negligence of the Advocates or their Substitute (s).

And I/we undersigned do hereby agree that in the event of the whole or any part of the fee agreed by me/us to be paid to the Advocates remaining unpaid, he shall be entitled to withdraw from the prosecution of said case until the same is paid up. If any costs are allowed for adjournment in Advocates would do the same.

IN WITNESS WHEREOF I/we do here unto set my/our hand to these presents the contents of which have been understood by me/us this 6th day of February, 2025

Accepted



1773537

I identify the Client who has Signed in my presence

(EKTA SIKRI)

(VIKALP MUDGAL)

(AJAY PAL SINGH)

(AKSHIT GUPTA) (ARUN SANWAL)

(JASBIR BIDHURI)

(SHASHWAT SHARMA)

Advocates

JAGDISH RAJESH
Assistant Director General (Admn.)
Indian Council of Medical Research
New Delhi-110024
Client