

NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT





Rajendra Nagar, Hyderabad (A.P.)

INTERNATIONAL COMPETITIVE BIDDING

Bidding Document under Single stage: two Bid System



Supply of

Triple Quadrupole Gas chromatograph with Tandem Mass spectrometer (GC-MS/MS), Triple Quadrupole LC chromatograph with Tandem Mass spectrometer (LC-MS/MS), HPLC with UV-Vis detector, HPLC with Photo Diode Array detector, Gas Chromatograph with FID, Gas Chromatograph with NPD and Micro ECD, and Warring Blender

IFB No. RITES/MSM/NIPHM/02/2011



(A Govt. of India Enterprise)

Materials System Management Division,

RITES Bhawan, 2nd Floor, Right Wing,

Plot No. 1, Sector - 29,

Gurgaon - 122001, Haryana, India

Tel. Fax No.: 011-25843652

National Institute of Plant Health Management

(Department of Agriculture & Co-operation)

Ministry of Agriculture

Government of India

Rajendranagar, Hyderabad-500030

Through



Tele Fax No.: 011-25843652

INTERNATIONAL COMPETITIVE BIDDING

For

The supply of Triple Quadrupole Gas chromatograph with Tandem Mass spectrometer (GC-MS/MS),

Triple Quadrupole LC chromatograph with Tandem Mass spectrometer LC-MS/MS System, HPLC with UV-Vis detector

H PLC with Photo Diode Array detector,

Gas Chromatograph with FID,

Gas Chromatograph with NPD and Micro ECD, and

Warring Blender

BID REFERENCE : <u>RITES/MSM/NIPHM/02/2011</u>

DATE OF COMMENCEMENT OF

SALE OF BIDDING DOCUMENT : 06.07.2011

LAST DATE & TIME FOR SALE OF

BIDDING DOCUMENT

18.08.2011 upto 1700 hrs. (IST)

LAST DATE AND TIME FOR

RECEIPT OF BIDS ON : 19.08.2011 by1200 hrs.(IST)

TIME AND DATE OF OPENING OF

TECHNICAL BIDS ON

19.08.2011 at 1400 hrs (IST)

PLACE OF OPENING OF BIDS RITES Ltd., MSM Divn (2nd Floor Right Wing)

RITES Bhawan, Plot No.-1, Sector-29

Gurgaon-122 001 (Haryana) (India)

ADDRESS FOR COMMUNICATION General Manager/MSM

RITES Ltd., MSM Division

RITES Bhawan, (2nd Floor Right Wing)

Plot No.-1, Sector-29

Gurgaon-122 001 (Haryana) (India) Tele Fax No.: 011-25843652 Email ID: ritespusa@yahoo.com **SECTION I: INVITATION FOR BIDS (IFB)**

SECTION - I: INVITATION FOR BIDS (IFB) International Competitive Bidding

IFB NO. : RITES/MSM/NIPHM/02/2011 Date: 06.07.2011

1. Director General, National Institute of Plant Health Management (NIPHM), [formerly National Plant Protection Training Institute], Govt. of India, Rajendra Nagar, Hyderabad through RITES Ltd. (A Govt. of India Enterprise), invites sealed bids under the single stage: two bid system in two envelope (i.e. one sealed envelope for Technical proposal and one sealed envelope for Price proposal) for supply of the following equipments:

Sch. No.	Item Description	Qty. (in Unit)	Bid security (in
			Rs.)
I	Triple Quadrupole Gas chromatograph with Tandem Mass spectrometer(GC-MS/MS)	2	3,20,000
II	Triple Quadrupole LC chromatograph with Tandem Mass spectrometer LC-MS/MS System	2	4,00,000
III	HPLC with UV-Vis detector	2	80,000
IV	HPLC with photo diode array detector	1	40,000
V	Gas Chromatograph with FID	2	65,000
VI	Gas Chromatograph with NPD and Micro ECD	1	35,000
VII	Warring Blender	1	10,000

2. Interested Bidders may obtain further information from and inspect the bidding documents at the office of RITES at the address given below: -

General Manager /MSM

MSM Division

RITES Ltd.

RITES Bhawan, (2nd Floor Right Wing),

Plot No.-1, Sector-29, Gurgaon-122 001 (Haryana) (India)

Tele Fax No.: 011-25843652

- 3. A complete set of Bidding Documents in English may be purchased from 06.07.2011 to 18.08.2011 by any interested Bidder on the submission of a written application to the General Manager/MSM and upon payment of a non-refundable fee of Indian Rupees 3000 or US\$ 75 in the form of a Demand Draft/Cashier's Cheque/Certified Cheque in favour of RITES Ltd. payable at New Delhi/Gurgaon. Bidding documents requested by mail will be dispatched by courier on payment of an extra amount of Rupees 750 (for domestic bidders) and US\$ 20 (for overseas bidders). RITES will not be held responsible for postal delay, if any, in the delivery of the document or non-receipt of the same.
- 4. Technical and Financial bids are to be submitted together. All bids must be accompanied by a bid security in the currency of the bid or US Dollar or in Indian Rupees as specified in Section IV Schedule of Requirements of the Bidding Document and must be delivered to the address given in paragraph 2 above on or before 1200 hrs (IST) on 19.08.2011. The bid security must be enclosed in the envelop containing technical bid
- 5. The Technical bids will be opened in the presence of the bidders' representatives, who choose to attend in person at the address mentioned in paragraph 2 above at 1400 hrs. (IST) on 19.08.2011.
- 6. The bidders may visit RITES website www.rites.com and/or Institute website http://niphm.gov.in & www.niphm.ap.nic.in for more information and/or download the bid document. The cost of bid document may be submitted along with the bid before opening.

Section II. Instructions to Bidders (ITB)

SECTION II. INSTRUCTIONS TO BIDDERS TABLE OF CLAUSES

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SECTION II. INSTRUCTIONS TO BIDDERS

A. Introduction

1. General

RITES Limited on behalf of Director General, National Institute of Plant Health Management (NIPHM), [formerly National Plant Protection Training Institute], Govt. of India (here in after referred to as the purchaser) invites sealed bids under the single stage: two bid system in two envelope (i.e. one sealed envelope for Technical proposal and one sealed envelope for Price proposal) for supply of the following equipments:

1.1

Sch. No.	Item Description	Qty.	(in
		Unit)	
I	Triple Quadrupole Gas chromatograph with Tandem Mass	2	
	spectrometer(GC-MS/MS)		
II	Triple Quadrupole LC chromatograph with Tandem Mass	2	
	spectrometer LC-MS/MS		
III	HPLC with UV-Vis detector	2	
IV	HPLC with photo diode array detector	1	
V	Gas Chromatograph with FID	2	
VI	Gas Chromatograph with NPD and Micro ECD	1	
VII	Warring Blender	1	

2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of the bid to the purchaser. The Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Content of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
 - (a) Instruction to Bidders;
 - (b) General Conditions of Contract;
 - (c) Schedule of Requirements;
 - (d) Technical Specifications;
 - (e) Technical proposal submission form, Price proposal submission form and Price Schedules;
 - (f) Bid Security Form;
 - (g) Contract Form;
 - (h) Performance Security Form;
 - (i) Performance Statement Form;
 - (j) Manufacturer's Authorization Form; and
- 3.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents [in every respect] will be at the Bidder's risk and may result in rejection of bid.

4. Clarification of Bidding Documents

4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or by fax or cable (hereinafter the term cable is deemed to include telex and facsimile) at the Purchaser's mailing address given below: -

General Manager /MSM, RITES Ltd. MSM Division, (2nd Floor Right Wing), RITES Bhawan, Plot No.-1, Sector-29 Gurgaon-122 001 (Haryana) (India) Tele Fax No.: 011-25843652

Email ID: <u>ritespusa@yahoo.com</u>

The Purchaser will respond in writing to any request for clarification of the Bidding Documents, which it receives no later than 15 days prior to the deadline for submission of bids prescribed in ITB clause 16.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have purchased the Bidding Documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
- 5.2 The amendment will be notified in writing or by fax or E-mail to all prospective Bidders, who have purchased the Bidding Documents and will be binding on them.
- 5.3 In order to afford prospective Bidders reasonable time [in which] to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of all the passages in the English language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

7. Documents Constituting the Bid

7.1. The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Proposal and the other the Price Proposal, enclosed together in an outer single envelope.

- 7.2. Initially, only the Technical Proposals are opened at the address, date and time specified in ITB Sub-Clause 19.1. The Price Proposals remain sealed and are held in custody by the Purchaser. The Technical Proposals are evaluated by the Purchaser. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as deficient Bids.
- 7.3. Price Proposals of technically compliant Bids are opened in public at a date and time advised by the Purchaser. The Price Proposals are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.
- 7.4. The Technical Proposal shall contain the following:
 - (a) Technical Proposal Submission Sheet;
 - (b) Bid Security, in accordance with ITB Clause 12;
 - (c) documentary evidence in accordance with ITB Clause 10 establishing the Bidder's eligibility to bid;
 - (d) documentary evidence in accordance with ITB Clauses 11 and 21, that the Goods and Related Services conform to the Bidding Document;
- 7.5. The Price Proposal shall contain the following:
 - (a) Price Proposal submission sheet and the applicable Price Schedules, in accordance with ITB clause 8 & 9
 - (b) Annual Maintenance Charges (AMC) without spares for a period of five years after completion of three years warranty period.
 - (c) Annual Maintenance Charges (AMC) with spares for a period of five years after completion of three years warranty period.
- 7.6. The Bidder shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets furnished in Section VII, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 7.7. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section VII, Bidding Forms.

8. Bid Prices

- 8.1 (a) The bidder can quote for any one or more Schedules, mentioned in the Schedule of Requirement (Section IV), separately.
 - (b) The Bidder shall indicate on the appropriate Price Schedule attached to these documents the unit prices [wherever applicable] and total Bid Prices of the goods it proposes to supply under the Contract.
- 8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (a) For goods offered from within the Purchasers country:-

- (i) The price of the goods quoted EXW [ex-factory, ex-showroom, exwarehouse or off-the-shelf, or delivered as applicable] including all customs, excise and any other duties and sales and other taxes already paid or payable:
 - a. on components and raw material used in the manufacture or assembly of the goods quoted ex-factory;

or

- b. on the previously imported goods of foreign origin quoted exshowroom, ex-warehouse or off-the-shelf.
- (ii) any purchaser-country sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the Schedule of Requirements (Section-IV).
- (iv) the price of other (incidental) services; listed in the General Conditions of the contract.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the Schedule of Requirement (Section IV);
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) as specified in the Schedule of Requirement (Section IV);
 - (iii) the price of (incidental) services, listed in the General Conditions of Contract.
 - (iv) the CIP prices specified in (b) (i), the price of the Goods to be imported may be quoted FOB (named port of shipment).
- 8.2.1 Cost of Annual Maintenance Charges (AMC) without spares, for a period of five years after completion of three years warranty period.
- 8.2.2 Cost of Annual Maintenance Charges (AMC) with spares, for a period of five years after completion of three years warranty period.
- 8.3 The terms EXW, FOB, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 8.4 The Bidder's separation of price components in accordance with ITB Clause 8.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 8.5 <u>Prices quoted by the Bidder shall be fixed during</u> the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

9. Bid Currencies

- 9.1 Prices shall be quoted in the following currencies:-
 - (a) For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the Indian Rupees.
 - (b) For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any one of the easily convertible foreign currency.
- 9.2 Agents and service facilities in India:
 - (a) If a foreign bidder has engaged an Indian agent, he will be required to give the following details in the offer:
 - (i) the name and address of the local agent;
 - (ii) what service the agent renders; and
 - (iii) the fixed amount of remuneration for the agent included in the offer.
 - (b) The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in India in Indian Rupees using the Telegraphic Transfer buying market rate of exchange ruling on the date of award of contract notified by Axis Bank Ltd. and shall not be subject to any further exchange variation.

10. Documents Establishing Bidder's Eligibility and Qualifications.

- 10.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 10.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Purchaser's satisfaction.
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder does not manufacture or otherwise produce, the Bidder has been duly authorized as per the authorization form in Section VII by the goods' manufacturer or producer to supply the goods in the Purchaser's country.
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract
 - (c) that, in the case of a Bidder not doing business within the Purchaser's country, the bidder is or will be (if awarded the contract) represented by an agent in that country equipped and able to carry out the supplier's maintenance/servicing, repair and spare-parts stocking obligations prescribed by the conditions of contract and/or technical specifications.
 - (d) that the bidder meets the qualification criteria listed in the section VI.
 - (e) If an agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate bid form for each bid and a separate bid security, when required, for each bid and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive."

11. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document

- (a) To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidence specified in Section VI, Schedule of Supply.
- (b) The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section VI, Schedule of Supply.
- (c) Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.

12. **Bid Security**

- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, bid security equivalent of rupees as indicated in the schedule of requirements.
- 12.2 The bid security is required to protect the Purchaser against risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 12.7.
- 12.3 The bid security shall be denominated in the currency of the bid or in US dollar or Indian Rupees and shall:
 - (a) at the bidder's option, be in the form of either a certified cheque, a demand draft, or a bank guarantee from nationalized/Scheduled Bank in favour of "RITES LIMITED, payable at Gurgaon" located in India or abroad. The Bank Guarantee issued by the foreign Banks must be confirmed by a scheduled Commercial Indian Bank or a foreign Bank operating in India, approved by Reserve Bank of India, acceptable to the Purchaser;
 - (b) be substantially in accordance with the form of bid security (Bank Guarantee) included in Section IV or other form approved by the Purchaser prior to bid submission;
 - (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 12.7 are invoked;
 - (d) be submitted in its original form; copies will not be accepted; and
 - (e) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 13.2.
- 12.4 Any bid not secured in accordance with ITB Clause 12.1 and 12.3 above shall be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 23.

- 12.5 Unsuccessful Bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser, pursuant to ITB Clause 13.
- 12.6 The successful Bidder's bid security will be discharged upon the Bidders executing the Contract, pursuant to ITB Clause 33, and furnishing the performance security, pursuant to ITB Clause 34.
- 12.7 The bid security may be forfeited:
 - (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (ii) does not accept the correction of errors pursuant to ITB Clause 22.3; or
 - (b) in case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with ITB Clause 33; or
 - (ii) to furnish performance security in accordance with ITB Clause 34.

13. Period of Validity of Bids

- 13.1 Bids shall remain valid for the period of 120 days after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 16. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify his bid.

14. Format & signing of Bids

- 14.1 The Bidder shall prepare one original of the Technical Proposal and one original of the Price Proposal as described in ITB Clause 7 and clearly mark each "ORIGINAL TECHNICAL PROPOSAL" and "ORIGINAL PRICE PROPOSAL". In addition, the Bidder shall submit one additional copy each of the Technical Proposal and the Price Proposal, and clearly mark them "COPY ... TECHNICAL PROPOSAL" and "COPY ... PRICE PROPOSAL". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 14.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation (Power of Attorney) and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialled by the person signing the Bid.
- 14.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission of Bids

15. Sealing and Marking of Bids

The Bidder shall enclose the original of the Technical Proposal, the original of the Price Proposal, and copy of the Technical Proposal and copy of the Price Proposal, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL PROPOSAL", "ORIGINAL - PRICE PROPOSAL" and "COPY ... - TECHNICAL PROPOSAL" and "COPY ... - PRICE PROPOSAL", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 15.1 The inner and outer envelopes shall be:
 - (a) be addressed to the Purchaser at the address below General Manager (MSM)
 RITES Ltd.,
 MSM Division, 2nd Floor Right Wing,
 RITES Bhawan, Plot No.1, Sector 29,
 Gurgaon.- 122 001
 - (b) The sealed and signed inner and outer envelopes shall bear the following identification marks:

IFB Number:	
Schedule Number:	
Name of the Goods/Equipment:	
Bid type: Technical Bid or Price proposal	
Time & Date of Submission of Bids:	

- 15.2 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 15.3 If the outer envelope is not sealed and marked as required by ITB Clause .15.1 & 15.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

16. Deadline for Submission of Bids

- Bids must be received by the Purchaser at the address specified under ITB Clause 15.1 (a) no later than the 19.08.2011 up to 1200 hrs. (IST) In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Bids

17.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 16, shall be rejected and/or returned unopened to the Bidder.

18. Modification and Withdrawal of Bids

- 18.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Purchaser prior to the deadline prescribed for submission of bids duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney).
- 18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 18.3 No bid shall be modified subsequent to the deadline for submission of bids.
- 18.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 12.7.

E. Bid Opening and Evaluation

19. Opening of Bids by Purchaser

19.1 The Purchaser will open the Technical proposal of all the bidders in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified below: The bidders' representatives who are present shall sign a register evidencing their attendance.

Time: 1400 hrs. (IST) Date: 19.08.2011

Place: RITES Ltd, MSM Division (2nd Floor Right Wing)

RITES Bhawan, Plot No.-1, Sector-29 Gurgaon-122 001 (Haryana) (India) Tele Fax No.: 011-25843652

"In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day."

19.2 The Price Proposals will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser.

If the Technical Proposal and the Price Proposal are submitted together in one envelope, the Purchaser shall reject the Bid.

- 19.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
- 19.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Proposals, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 19.2.
- 19.5 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded
 - (i) the name of the Bidder;
 - (ii) whether there is a modification;
 - (iii) the presence of a Bid Security,
- 19.6 Only Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids,in accordance with ITB Sub-Clause 17.1.
- 19.7 The Purchaser shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, modification,; and the presence or absence of a Bid Security.
- 19.8 At the end of the evaluation of the Technical Proposals, the Purchaser will invite bidders who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to attend the opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Proposals.
- 19.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document and return their Price Proposals unopened.
- 19.10 The Purchaser shall conduct the opening of Price Proposals of all Bidders who submitted substantially responsive Technical Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign an attendance sheet evidencing their attendance.
- 19.11 All envelopes containing Price Proposals shall be opened one at a time and the following read out and recorded:
 - (i) the name of the Bidder
 - (ii) whether there is a modification;
 - (iii) Price quoted by the bidder

- 19.12 The Purchaser shall prepare a record of the opening of Price Proposals that shall include, as a minimum: the name of the Bidder, the Bid Price any discounts, etc
- 19.13 Bids (and modifications sent pursuant to ITB Clause 18.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

20. Clarification of Bids

20.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Proposals, in accordance with ITB Clause 22.3.

21. Responsiveness of Technical Proposal

- 21.1 The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 21.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (i) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.
- 21.3 <u>If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</u>

22. Nonconformities, Errors, and Omissions

- 22.1 Provided that a Technical Proposal is substantially responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
- 22.2 Provided that a Technical Proposal is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 22.3 Provided that the Technical Proposal is substantially responsive, the Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis:

- (i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 22.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited,

23. Preliminary Examination

- 23.1 The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 7.4 have been provided, and to determine the completeness of each document submitted.
- 23.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.
 - (i) Technical Proposal Submission Sheet in accordance with ITB Sub-Clause 7.6;
 - (ii) written confirmation of authorization to commit the Bidder;
 - (iii) Bid Security, if applicable; and
 - (iv) Manufacturer's Authorization, if applicable.
- 23.3 Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Proposals to confirm that all documents and financial documentation requested in ITB Sub-Clause 7.5 have been provided, and to determine the completeness of each document submitted.
- 23.4 The Purchaser shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.
 - (i) Price Proposal Submission Sheet in accordance with ITB Sub-Clause 7.5; and
 - (ii) Price Schedules, in accordance with ITB Clauses 7.5, 8 and 9.

24. Examination of Terms and Conditions; Technical Evaluation

24.1 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

- 24.1 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 11, to confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.
- 24.2 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not substantially responsive in accordance with ITB Clause 21, it shall reject the Bid.

25. Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in foreign currencies in which the bid prices are payable to the local currency of the Purchaser's Country at the bill currency (B.C.) selling market exchange rate notified by the Axis Bank in the Purchaser Country for similar transactions, as on the date of bid opening.

26. Evaluation and Comparison of Bids

- 26.1 The Purchaser shall evaluate and compare the Price Proposals of each Bid for which the Technical Proposal has been determined to be substantially responsive.
- 26.2 To evaluate a Price Proposal, the Purchaser shall only use all the criteria and methodologies defined as below.
- 26.3 To evaluate a Price Proposal, the Purchaser shall consider the following:
 - (i) the Bid Price (CIP Final destination);
 - (ii) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 22.3;
 - (iii) Custom Duty Charges for foreign bidders /ED and sales taxes (or any other taxes) for Indian bidders as applicable.
 - (iv) Cost of Annual Maintenance Charges (AMC) without spares for a period of five years after completion of three years warranty period.

27. Contacting the Purchaser

- 27.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.
- 27.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award decisions shall result in rejection of the Bidder's bid.

F. Award of Contract

28. Post-qualification

28.1 The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB clause 10.2.

- 28.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 10.2, as well as such other information as the Purchaser deems necessary and appropriate.
- An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

29. Award Criteria

Subject to ITB Clause 32, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

30. Purchaser's right to vary Quantities at Time of Award

The Purchaser reserves the right to increase the quantity of goods, originally specified in the Schedule of Requirements, by one number without any change in unit price or other terms and conditions.

31. Purchaser's right to Accept Any Bid and to Reject Any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

32. Notification of Award

- 32.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable or fax to be confirmed in writing by registered letter, that its bid has been accepted.
- 32.2 The Notification of Award (NOA) will constitute the formation of the Contract.
- 32.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 34, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 12.
- 32.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

33. Signing of Contract

33.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

Within Twenty One (21) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

34. Performance Security

- 34.1 Within Twenty One (21) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the Purchaser.
- 34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33.2 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

35. Corrupt or Fraudulent Practices

- 35.1 Bidders should observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, following definitions are relevant:-
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - iii) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 35.2 After the Public Opening of bids, informations relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning to the award of contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process.

36. Purchase Preference

As per Govt. of India's Policy from time to time, Purchase Preference as applicable to Indian Central Public Sector Undertaking will be given. Such bidders must submit the letter of extension of the period of the circular issued by the concerned department/ministry along with their bid to avail the same.

SECTION III: GENERAL CONDITIONS OF CONTRACT	(GCC)

SECTION III. GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

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SECTION III: GENERAL CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein:
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
 - (c) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
 - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
 - (e) "GCC" mean the General Conditions of Contract contained in this section;
 - (f) Consignee means the person to whom the equipments are required to be delivered and final acceptance certificate to be issue on behalf of Purchaser.
 - (g) "The Purchaser" means the Organization purchasing the Goods;
 - (h) "The Purchaser's country" is India;
 - (i) "The Supplier" means the individual or firm supplying the Goods under this Contract:
 - (j) "The Project Site", is as per details given in the schedule of requirements.
 - (k) "Day" means calendar day.
 - (k) Effective date of contract shall mean the date on which the contract will be signed and issued by the purchaser.
 - (1) Government means Government of India.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

- 3.1 For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information;

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser/consignee and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

7. Performance Security

- 7.1 Within twenty one (21) days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser for an amount of 5% of the contract value, valid up to 60 days after the completion of Performance obligations including warranty obligations.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:
 - (a) A Bank guarantee or irrevocable Letter of Credit, issued by a reputable bank located in Purchaser's country or abroad (in case of Bank Guarantee issued by the foreign bank must be confirmed by any commercial bank operating in India) acceptable to the Purchaser, and in the form provided in the Bidding Documents; or
 - (b) A cashier's cheque, certified cheque or crossed Demand Draft of Pay Order in favour of The Registrar, National Institute of Plant Health Management (Department of Agriculture & Co-operation) Ministry of Agriculture, Govt. of India, Rajendranagar, Hyderabad-30. Payable at Hyderabad.
- 7.4 The performance security will not be discharged by the purchaser and will not return to the supplier till performance obligations and satisfactory working performance of analytical instruments up to the warranty, under the contract

7.5 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the contract, as amended for 60 days after the implementation of Performance obligations including warranty obligations.

8. Inspections and Tests

- 8.1 The Supplier shall get goods inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.
- 8.2 The Purchaser or its representative shall inspect and/or test any or all item of the goods to confirm their conformity to the Contract and technical specifications prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment or receipt at destination. In the event the manufacturer's premises are outside India, the Purchaser/consignee may waive pre-dispatch inspection.
- 8.3 If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective component/ equipment to the satisfaction of the Purchaser/consignee.

9. Packing/ Packaging

- 9.1 The Supplier shall provide such -packing of the Goods as is required to prevent their damage or deterioration during the 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.
- 9.2 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, as specified below:

<u>Packing Instructions</u>: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:

(i) Project Name; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v)Packing List Reference number (vii) Name & Address of the consignee (vii) Govt. of India Supply – Not For Sale

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in clause 10.3.
- 10.2 For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 10.3 Documents to be submitted by the Supplier are specified below:

(a) For Goods supplied from abroad:

Upon delivery of the goods to the consignee the supplier shall notify the purchaser and mail the following documents to the purchaser and Bank (in case of LC payment):

- (i) One original and two copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Copy of Airway Bill marked freight prepaid;
- (iii) Three Copies of packing list identifying contents of each package;
- (iv) Insurance certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency/the Supplier's factory inspection report; and
- (vii) Certificate of origin.
- (viii) Delivery note and acknowledgement of receipt of goods from the consignee.

(b) For Goods from within India:

Upon delivery of the goods to the consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:

- (i) One original and 02 copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;
- (ii) Lorry Receipt/Railway Receipt
- (ii) Delivery note and acknowledgement of receipt of goods from the Consignee;
- (iii) 3 copies of packing list identifying contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and
- (vii) Certificate of Origin.

11. Insurance

11.1 The insurance shall be in an amount equal to 110 percent of the CIF value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes

11.2 As delivery of the Goods is required by the Purchaser on CIP (final destination), the Supplier shall arrange and pay for insurance.

12. Transportation

12.1 As the Supplier is required under the Contract to deliver the Goods on CIP (final destination), transport of the Goods to the final destination in the Purchaser's country, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

13. Incidental Services

- 13.1 The incidental services to be provided are as under. The costs shall be included in the contract price
 - (a) Performance and start-up of the equipment;
 - (b) Furnishing the detailed operation and maintenance manuals for each items of supply at each location;
 - (c) Train two operators/users at each location in operating the equipment, to the satisfaction of the client. This would be in addition to the training requirements, if any, mentioned in the Technical Specification (Section V).
 - (d) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

14 Spare Parts

- 14.1 All services mentioned therein are required. Suppliers shall ensure the availability of spare parts and after sales service.
- 14.2 Suppliers shall carry sufficient inventories to assure ex-stock supply of all consumables and spares for the Goods. Other spare parts and components shall be supplied as promptly as possible but in any case within three months of placement of order and opening the Letter of Credit.

15. Warranty

- 15.1 The Supplier shall warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier shall further warrant that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in conditions prevailing in the country of final destination.
- 15.2 The warranty period shall be **thirty six** (36) months from the date of final acceptance of goods by the consignee, this includes the spares and consumables, (excluding solvents and columns)
- 15.3 The Purchaser/consignee shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 "Upon receipt of such notice, the Supplier shall within one week repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of **thirty six (36) months**."

The period for correction of defects in the warranty period is one week days

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within one week the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. If the equipment is not rectified within one week, then warranty will be extended to the extent of instrument lying idle without repair, and impose a penalty over it @ Rs.500/day for GC & HPLC and @Rs.1000/day for GC-MS/MS & LC-MS/MS

15.6 Maintenance Service

- a) Free Maintenance Services shall be provided by the supplier during the period of warranty. After warranty period, **Annual Maintenance and Repairs** will be done by the suppliers for next **five years**. The suppliers shall quote for the AMC with and without spares separately for the said period.
- b) The maximum response time for a maintenance complaint from any of the destination specified in the schedule of requirements shall not exceed 24 hours

16. Payment

- 16.1 Payment shall be made in the currency specified in the Contract in the following manner.
 - (a) Payment for Goods and Services supplied from abroad (excluding Annual Maintenance Charges):
 - (i) *On Delivery*: Eighty (80)% of the Contract Price of the Goods shipped shall be paid through irrevocable Letter of Credit opened in favour of the Supplier in a bank in his country and upon submission of documents specified in Clause 10.3 (a) of GCC including: (i) Packing list and (ii) Supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with; and
 - (ii) *On Final Acceptance: Twenty* (20)% of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods upon submission of claim supported by the Acceptance Certificate issued by the Purchaser's representative (Consignee) through Electronic Clearing System of Bank.

Payment of Agency Commission: Payment shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

(b) Payment for Domestic Goods and services supplied from India (excluding Annual Maintenance Charges):

- (i) *On Delivery*: Eighty (80)% of the contract price shall be paid (through ECS) on receipt of Goods and upon submission of the documents specified in Clause 10.3 (b) of; and
- (ii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative..
- (c) (i) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for documentary credit, of the International Chamber of Commerce;
 - (ii) The LC will be irrevocable and will be confirmed at Supplier's cost if requested specifically by the Supplier;
 - (iii) If LC is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.
- (d) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a Foreign bank located in India in the format enclosed at Section VII. The guarantees issued by Foreign banks should be confirmed by a scheduled Indian Bank or a foreign bank operating in India, approved by Reserve Bank of India.

16.2 Payment for Annual Maintenance Charges.

The annual maintenance and repair cost (after warranty period) shall be paid in equal quarterly installments at the end of each quarter within 30 days of receipt of claim at the start of the next quarter, as per completion of warranty/maintenance obligations of the previous quarter, at the rates quoted in the price schedule on receipt of Bank Guarantee for 2.5% of the cost of the equipment (excluding annual maintenance cost) valid for the 62 months from the date of completion of the warranty period (the bank guarantee submitted towards performance guarantee will be released only after receipt of the above).

- 16.3 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents submitted pursuant to Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 16.4 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.
- 16.5 Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

17. Prices

17.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to any adjustment during performance of the Contract.

18. Modification/Amendment

- 18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, modify/amend within the general scope of the Contract in any one or more of the following:
 - (a) the method of shipment or packing;
 - (b) the place of delivery; or
 - (c) the services to be provided by the Supplier.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the both parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

- 21.1 The sub contract is not allowed as per the terms and specifications laid down for the Analytical Instruments and the bidder himself has to execute the contract of supplying the instruments. Further all the analytical Instruments must have been manufactured by the same Industry/Company, except the Personal computer
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.
- 22.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, at the rate of 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction is 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or part:
 - (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or with any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - 'For the purpose of this clause
 - "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition.
- 24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

27.1 The Purchaser, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser 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.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser 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.
- 28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has 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.
- 28.2.2 The Rules of procedure for arbitrations proceedings shall be as:

- (a) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.).
- (b) If one of the parties fails to appoint its arbitrator in pursuance of above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.) both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Registrar of the Indian Council of Alternate Dispute Resolution (I.C.A.D.R.), making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Hyderabad, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (e) Where the value of the contract is upto Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.), Hyderabad.
- 28.3 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 purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

- 29.1 Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,
 - (a) the supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential, loss or damage, loss of use, loss of production, or loss of profit or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The contract shall be written in the English language. The version of the Contract written in the English language shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in English only.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

32. Notices

32.1 Any notices given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the purchaser's address specified below:

General Manager/MSM

RITES Ltd.

RITES Bhawan, Plot No.-1, Sector-29

Gurgaon-122 001 (Haryana) (India)

Tele Fax No.: 011-25843652

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33 Taxes and Duties

- 33.1 A Foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the India as well as within India till the delivery of the contracted goods to the purchaser.
- 33.2 A Local Supplier shall be entirely responsible for all taxes, duties, and license fees etc., incurred until delivery of the contracted Goods to the Purchaser (consignee).

SECTION IV. SCHEDULE OF REQUIREMENTS

SECTION - IV

SCHEDULE OF REQUIREMENTS

(a) Schedule-wise Quantity and their bid security

Sch. No.	Item Description	Qty. (in Unit)	Bid security (in currency of Bid or US\$ or Indian Rupees equivalent to on the date of bid opening)
I	Gas Chromatographs - Mass Spectrometer/Mass Spectrometer (GC-MS/MS)	2	INR 3,20,000
II	Triple Tandem Quadrupole LC-MS/MS	2	INR 4,00,000
III	HPLC with UV-Vis detector	2	INR 80,000
IV	HPLC with photo diode array detector	1	INR 40,000
V	Gas Chromatograph with FID	2	INR 65,000
VI	Gas Chromatograph with NPD and Micro ECD	1	INR 35,000
VII	Warring Blender	1	INR 10,000

(b) Schedule wise quantity distribution

S.	NAME AND ADDRESS OF FINAL	Schedule wise Qty. in Unit							
No	DESTINATION	Ι	II	III	IV	V	VI	VII	
•									
1.	Registrar, National Institute of Plant Health	2	2	1	1	1	1	1	
	Management (NIPHM), [formerly National								
	Plant Protection Training Institute], Govt. of								
	India, Rajendra Nagar, Hyderabad								
2.	State Pesticide Testing Laboratory,	-	-	1	-	1	-	-	
	Shilong, Meghalaya.								
	Total	2	2	2	1	2	1	1	

(c) Delivery Schedule & Terms of Delivery:

(i) For Foreign bidders : (a) Within 90 days of date of opening of Letter of Credit.

(b) CIP final destination as indicated in para (b) above

(ii) For Domestic bidders: (a) Within 90 days of date of Notification of award.

(b) CIP final destination as indicated in para (b)

above

SECTION V. TECHNICAL SPECIFICATIONS

SECTION – V TECHNICAL SPECIFICATIONS

NOTE:

- 1. Equipment, materials and workmanship that meet other authoritative standards and which ensure at least substantially equal quality than the standards mentioned below will also be acceptable.
- 2. Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards or codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Schedule I:

Specification for Triple Tandem Quadrupole Gas Chromatographs - Mass Spectrometer/ Mass Spectrometer (GC-MS/MS)

Requirement: 2 numbers

The Gas Chromatograph with MS/MS detector must be a bench top tandem quadrupole mass spectrometer configured for integrated GC/MS/MS analysis. The GC will have dual channel capillary columns, with extensive self diagnostics and advanced electronic pneumatic control unit for detector gases, pressure, temperature and flow rates, which can be operated by an external PC through MS-chromatography software besides meeting the other specifications as follows.

Gas chromatograph and the MS/MS should have been manufactured by the same company Gas chromatograph .

or

GC and MS/MS from different manufacturers should have a high degree of compatibility and operational with the same mass software, and a written assurance from the competent authority of the manufacturing /supplying company to that effect and to **provide one stop after sales servicing**, besides certifying that they will honour the bid conditions of 3 years warranty and 5 year AMC without any delay in servicing, replacing and maintenance of entire unit **The customer satisfaction certificates should also be submitted to the effect that there is no problem in compatibility and after sales service of the entire set of equipments, from the current users.**

Column Oven:

Operating temp. range : Ambient to 450° C Temperature set resolution : should be 0.1° C

Heating rate : Ambient to 250° C in 2 minutes or less

Cooling rate : 450° C to ambient in 4 minutes Oven ramps : Oven must support 20 oven ramps

Column overheat protection : user defined up to 450^o C

GC-MS/MS oven : should have been calibrated by NABL/ ISO 17025 - 2005

accredited laboratory

Electronic pneumatic controls for inlets and detectors:

Pneumatics must be electronic and programmable. Each EPC unit is optimized for its intended use with a specific inlets and detector option.

Inlet pneumatics : Inlet must have electronic pneumatic control of carrier, split

and septum purge gas, including electronic ON/OFF

Pressure set point precision : Pressure set points must be able to be adjusted by increments

of 0.001psi, with typical control + 0.001 for the range of 0.0

to 99.99

Pressure/flow ramps : user must be able to set up to a maximum of three

pressure/flow ramps in addition to injecting at a different

(pulsed) pressure.

Additional features : i) the system should have the provision to back flush the

unwanted components/contaminants/high boilers.

ii) splitting of column outlet as per requirement to send all components to multiple detectors, to obtain more information

during each run.

Inlets

Multi mode inlet : Large volume injector able to inject up to 100 ul sample with

programmable temperature vaporizer (PTV) must

provide the split / split less with temperature programmable

capabilities.

Suitability : system should be capable to accommodate narrow bore

(0.1mm ID) to wide bore capillary columns (0.53 mm ID).

Pressure sensor accuracy : must have $\pm 2\%$ full scale pressure accuracy or better.

Flow sensor accuracy : must have a minimum of \pm 5% accuracy with \pm 0.5%

repeatability.

Injection modes : must have hot or cold split / split less, pulsed split/split less,

solvent and direct injection modes.

Temperature range : ambient to 450° C

Temperature control : must have temperature programming facility of up to 10

ramps

Maintenance : must have the facility for injector maintenance during

analysis

PTV : Programmable Temperature Vaporizer

Auto Sampler

An integrated auto sampler controlled through the same MS-Chrom software of the system & Large Volume Injector (LVI) with the following specifications.

Sample tray capacity : more than 150. Injection range : 0.05 to 100 ul.

Injection speed : selectable fast/medium/slow.

Sample pre washes : should be programmable.

Sample delivery precision : less than ± 0.3% RSD

Head Space sampler minimum 20 sample holder

Detector: Off axis dynolite photomultiplier detector (Triple Quadrupole (tandem) mass spectrometer or equivalent electronic multiplier detector with an additional security deposit of Rs.12,00,000/(Rupees twelve lakhs only) may be deposited for 10 years and (the interest on this additional security may be taken by the bidder). & also undertake to replace the electronic multiplier detectors till 10 years, free of cost. Willingness should be submitted along with the tender document. And it will be a qualifying criteria in the technical bid it self.

Ion source : EI and CI modes with isolation valve must be fitted to allow

change of ionization mode.

Ouadrupole Analyser : High performance tandem quadrupole mass analyser with

enter-element beam focusing, having a quadrupole-hexapole

geometry with independent digitally controlled heaters.

Mass range : 4 to 1500 amu

Mass stability : less than ± 0.1 m/z mass accuracy over 48 hours.

Scan rate : 5000 amu/s or better

Ionisation : Electron ionization, Positive and Negative Chemical

Ionisation

Detector : Off axis dynolite photomultiplier detector

Dwell time : 2 ms.

Vacuum system. : Turbo molecular pump with digital monitor and controlled

through software.

Ionisation energy : 5-240 eV Linear dynamic range : 10⁶

EI sensitivity : 1 pg OFN standard must be S/N greater than 10:1

PCI scan sensitivity : 100 pg if BZP standard scanning must be S/N greater than

125:1

NCI scan sensitivity : 50 fg of OFN standard scanning must be S/N greater than

600:1

Resolution : Resolution obtained must be greater than 1500 FWHM with

614m/z ion from heptacosa.

Tune : The mass spectrometer must have an automatic tune

algorithm for tuning to optimal EI & CI conditions.

Data Handling Software and PC:

- The personal computer with latest processor/configuration with LCD monitor and LaserJet Printer should be supplied along with the instrument. The latest software which is compatible with the chromatography/MS/MS software preferably with oracle data base should be supplied.

- The MS/MS-chromatography software should be of latest of its version and comply with the GMP/GLP
- The software should facilitate easy method building, data integration and custom report generation.
- The software should be able to acquire spectral date in a multi channel analysis data mode and should be possible to acquire spectral data by MS SIR, MS-MS precursor scanning, product scanning, neutral loss and neutral gain and MRMs.
- The system should come with latest pesticide mass library and have the facility to append new molecules., Wiley Library, NIST Library.

Should be supplied an additional set of columns as given under apart from standard supply:

1. DB-5 30m x 0.2mm 2 no's

2. **DB-1** 30m x 0.2mm 2 no's

3. DB-17 30m x 0.2mm 2 no's

Digital Flow meter with ISO 17025 – 2005 accredited laboratory certificate.

Should be supplied GC-MS/MS calibration standards with traceability certificate.

Helium gas cylinders, should be supplied 3 Helium Gas cylinders duly filled with gas.

double stage gas regulators made of brass and filtration panel to meet the requirement

An unintereptable power supply system of 10 Kv capacity with 2 hours backup supported by maintenance free sealed batteries should be supplied along with the system.

The cost of the consumables during warranty period may be quoted along with main bid.

Other conditions:

The specifications are only a guide line and the supplier is at liberty to quote the better options also, but the Instrument model should have been brought in to the market recently with a proven record whose working demonstration can be arranged within the town in a short notice.

- The manufacturer should have supplied at least three units in India with a good track record and provide the references.
- should have a three years warranty period for the equipment including the pc and should be willing to undertake AMC for five years after warranty period. Quotation for AMC (for five years with and without spares separately) should be shown under a separate head in the price bid
- The manufacturer/supplier preferably provides support with required spares and services for a minimum period of ten years of the model of the instrument quoted. All the required accessories should be supplied along with the instruments for its optimum performance. The manufacturer/ supplier should have their presence in India by way of supplying and providing after sales service of their instrument including the annual maintenance after the guarantee period.
- The manufacturer/supplier should arrange the training program in India for at least two analysts in operation of the instrument, its simple maintenance as well as thoroughness in application of software either at NIPHM or their manufacturing site or any of their centralized laboratory/application center/learning school.

Important Note: The Instrument supplier must be either the original manufacturer or their authorized distributor/dealer and an authorization letter to that effect must be enclosed along with the quotation in case of latter.

Schedule - II : Specifications for Triple Tandem Quadrupole LC-MS/MS

Requirement: 2 numbers

A Bench Top High sensitive Triple/Tandem Quadrupole LC/MS/MS System for pesticides residues, analysis with software to meet global food safety regulations like EU/ USFDA/Japan with following specifications.

The UPLC must be a microprocessor controlled, with extensive self diagnostics and can be operated by an external PC through chromatography software besides the following configuration and specifications.

Liquid chromatograph and the MS/MS should have been manufactured by the same company

or

LC and MS.MS from different manufacturers should have a high degree of compatibility and operational with the same mass software, and a written assurance from the competent authority of the manufacturing /supplying company to that effect and **provide one stop after sales servicing**, besides certifying that they will honour the bid conditions of 3 years warranty and 5 year AMC without any delay in servicing, replacing and maintenance of entire unit **The customer satisfaction certificates should also be submitted to the effect that there is no problem in compatibility and after sales service of the entire set of equipments, from at least three current users.**

The Pump:

- should be a binary solvent delivery pump and Capable of switching between four solvents
- should have a minimum of Eleven (11) gradient curves (including linear, step (2), concave (4), and convex (4)
- should deliver constant and pulse free solvent ranging from 0.01ml to 2.0 ml/min with a precision of 0.075% RSD or better.
- Should meet a flow accuracy of $\pm 1\%$ or 10 ul/min, which ever is greater.

- should have an operating pressure range of 0 to 15,000 psi up to 1ml/ min and 9,000 psi up to 2ml/min or better.
- the solvent delivery should provide a retention time reproducibility of less than 0.3 RSD
- should have the ability to maintain the custom defined/programmed solvent composition at all flow rates/pressure ranges, in increments of 0.1%
- should have a composition accuracy of $\pm 0.5\%$ absolute, independent of backpressure.
- Should have the facility to calibrate the flow and readjust the real time flow values.
- Should have the mechanism for auto purging
- Should have the facility to monitor the pump status like flow, pressure etc.,

In line degasser:

An integrated degasser with six channels, - one channel per solvent and 2 channels for sample manager was solvents. to de gas in line of all the solvents be supplied which works continuously and efficiently

Column Oven:

Thermostatically controlled Column oven to accommodate up to 150 mm Column, preferably a microprocessor based. Oven should have been calibrated by NABL/ ISO 17025 – 2005 accredited laboratory.

- should have a range of ambient to 65° C or better
- should have control range setting of 0.1 ° C increments.
- should have a tracking of information via e Cord data storage device..

The Triple quadrupole MS-MS detector

- The system sensitivity should meet EU- MRLs for pesticide residues in fruit and vegetable matrix.(Proof document /application note to be enclosed along with technical tender document)
- Triple/Tandem Quadrupole MS/MS System with facility to connect Ultra Performance Liquid Chromatograph using sub 2 um particle size columns for high sensitivity trace level analysis.
- Mass Range (AMU): Minimum 5-2000 amu
- Scan Speed: should have the scan speed of 10000 amu /sec or above
- Interface: Dual orthogonal source or equivalent interface in order to eliminate the neutrals entering in to mass, capable of handling large batches of complex sample matrix Dual orthogonal source capable of handling large batches of complex sample matrix like Agriculture products(Fruits & Vegetables) Animal feeds, egg powder ,milk products, cereals and food materials over a long period of time without performance degradation, The cleaning of the source should be done without venting the system and facility to Vacuum Interlock.
- **Vacuum System**: A robust high efficiency vacuum system with minimum maintenance and utility with low noise level.
- Vacuum read backs and system vent/pump cycles must be digitally monitored and controlled, to provide total software control and to ensure fail-safe operation in the event of power failure. A turbo pump must be fitted with an electromagnetic vent valve.
- Quadrupoles: Quadrupoles having high standards of mechanical tolerances and minimum coefficient of Thermal expansion to ensure highest mass stability with Pre aligned pre and post filters to ensure excellent focusing of Ions into all the Quadrupoles for high sensitivity and resolution in both Q1 and Q3.
- **Resolution**: Better than unit mass IE M/ δ M \geq M, FWHH (Full Width Half Height) <0.7 + 0.1 amu Over the entire Mass Range in both Q1 and Q3 Quadrupoles.
- **Sensitivity**: Femtomole Detection Limits and Highest Sensitivity. ESI + VE, MRM, Reserpine (M/Z 609 M/Z 195) = 1000:1 (5 PG Injected) In ESI VE, 5 pg of choramphenicol (MRM 321>152)=180:1

- Collision Cell: Specially designed collision cell to allow use of very low DWELL Times (5 milliseconds) without sacrificing sensitivity and Eliminate Cross-Talk to enable Multiple MRM Transition Studies within a single run.
- Should be capable of fast data collection of 100 data points per MRM transition for better quantization and minimum cross talk of 0.01%.
- Collision gas must be controlled using digital mass flow meters. Collision gas introduction, pump out and regulation must be under full data system control. Collision gas pressures and flows used during data acquisition must be automatically appended to the relevant data file.
- **Dynamic Range**: 5 orders of dynamic range
- Choice of Different Sources to cover all areas of Applications.
- **Electro spray Ionization** Pneumatically assisted Electro spray with Concentric Gas Flow for Nebulisation to cover flow rates from 2ul/min. to 200 ul/min. without Split/ Heating and up to 1ml with either split or heating.
- Atmospheric Pressure Chemical Ionization Source.
- Multimode Ionisation: ESI / APCI combined source: A combined ESI/APcI source must be provided as standard with the instrument. ESI and APcI ionisation must be achieved using a single probe. It should able to perform both ESI and APCI in a single run with 20ms switching capability.
- **Integrated Fluidic Device**: An infusion device must be integral to the instrument and must be controllable from the instrument software. At least 2 user-changeable sample vials should be built into the system to allow tuning and calibration solutions to be infused into the probe via the switching valve.
- Operating Modes:

Tandem mass spectrometry should have following scan options

- a. Full scan
- b. Selected ion monitoring/recording (SIM/SIR)
- c. Product ion scanning
- d. Precursor ion scanning
- e. Neutral loss/gain scanning
- f. Multiple reaction monitoring
- Detector: Off axis dynolite photomultiplier detector (Triple Quadrupole (tandem) mass spectrometer or equivalent electronic multiplier detector with an additional security deposit of Rs.12,00,000/(Rupees twelve lakhs only) may be deposited for 10 years and (the interest on this additional security may be taken by the bidder). & also undertake to replace the electronic multiplier detectors till 10 years, free of cost. Willingness should be submitted along with the tender document. And it will be a qualifying criteria in the technical bid it self. The instrument must incorporate an off-axis dynolite photomultiplier detector, positioned after the second mass analyzer in its own vacuum enclosure. The detector must have a digital dynamic range of 4 e ⁶. The detector must operate in both positive and negative ion modes and must be capable of switching polarity rapidly under digital control.
- **Nitrogen Generator:** A Nitrogen generator of more than 30 Lrs/min capacity along with external compressor with **3 years warranty** period should be supplied.

Computer Platform: The personal computer with latest processor/configuration with LCD monitor and Laser jet Printer should be supplied along with the instrument. The latest software which is compatible with the chromatography/MS/MS software preferably with oracle data base should be supplied.

- o Automated Calibration and Quantitative Optimization.
- o Automated MS to MS/MS Switching during a single run with user selectable criteria.
- o Perform Alternating POS/NEG Scans in one run within 20 ms
- Automated Quantitation and reporting of acquired samples.
- Targeted, quality control quantification software

- Application software for quantitative applications having the additional requirement of Quality Control (QC) checks to satisfy statutory or regulatory requirements must be available.
- o This application manager must compatible with LC/MS and LC/MS/MS data. Data can be full scan, SIR/SIM or MRM.
- o Data Acquisition, Peak Integration, Calibration, Quantification and QC calculations must be fully automated.
- Quantification and QC parameters must be stored for each compound and individually selected and loaded into new methods.
- The quantification method editor must be viewable in page view or as a spreadsheet
- This application manager must allow the monitoring of the molecular ion plus up to 4 confirmatory ions.
- o This application software must flag samples in the a browser report when:
 - (a) the ion ratios fall out-with the user-defined values
 - (b) the maximum blank acceptance level (user input) has been exceeded
 - (c) the maximum concentration limit (user input) has been exceeded
 - (d) the concentration is below the reporting concentration limit (user input)
 - (e) the concentration falls below the minimum recovery % level (user input)
 - (f) the concentration falls above the maximum recovery % level (user input)
 - (g) the coefficient of determination for a calibration curve falls below a user-set level
 - (h) QC samples fall outside a user-defined number of standard deviations from the mean
 - (i) the peak of the compound of interest falls below a user defined S/N ratio
- O Software should have the database of around 500 pesticides.
- \circ Pesticide database should contain Molecular formula, Mono isotopic mass, Parent ion, Cone voltage(V), Product ion 1, Collision energy(e V), Product ion 2, RT and sensitivity.

Technology for system optimization and status monitoring, technology should monitor and perform the following parameter

- System parameters checking and alerts
- o Integrated sample/calibrate delivery system and programmable divert valve
- Automated mass calibration
- Automated sample tuning
- Automated SIR and MRM method development
- o LC/MS system checks-automated on-column performance test.

Auto Sampler:

An integrated auto sampler which can be operated through the same software of LC with the following specifications.

- Should have a sample holder to accommodate a minimum of 768 samples and preferably with an expansion facility in future.
- Should have the facility to inject multiple injections per sample, (1-99)
- Should have a sample injection range from 0.5 ul to 50 ul with an increments of 0.1ul and different standard size sample loops also be supplied.
- Should have a sample delivery precision of less than 0.3% RSD ,full loop.
- Should have an injector linearity of more than 0.999 coefficient of deviation in partial loop mode from 2 to 10 ul.
- Should have two wash solvents available through the binary solvent manager.
- Should not have a sample carryover more than 0.005.% or 2 nl, which ever is greater.

Columns: The following columns may be supplied along with the instrument

1.	Silica column	150mm X 4-6mm id, 1.7 mic	1no.
2.	C ₁₈ column	150mm X 4.6mm id, 1.7mic	2nos.

Guard Column: Suitable guard column sets (2 no s) with C¹⁸ inserts should be

supplied along with the instrument.

Solvent filtration kit: All glass solvent filtration apparatus with suitable filter membranes to filter

aqueous and organic solvents should be supplied.

Vacuum pump: Vacuum pump must be a dry/PTFE coated diaphragm based, operational

under 220V/50Hz and constructed with chemical resistant materials.

Should have an out put vacuum of 800 mm Hg, or better

Should have pressure gauge/ monitor

Ultrasonic bath: The Ultra sonic bath must accommodate up to 3 liter flask with a thermostatic controlled heater facility.

An unintereptable power supply system of 10 Kv capacity with 2 hours backup supported by maintenance free sealed batteries should be supplied along with the system.

Data Handling Software and PC

• The personal computer with latest processor/configuration with LCD monitor and LaserJet Printer should be supplied along with the instrument. The latest software which is compatible with the chromatography/MS/MS software should be supplied.

- A Original windows latest software which is compatible with the MS-chromatography software be supplied with the system.
- The chromatography software should be of latest of its version and be able to collect the data from two Detectors simultaneously.
- The software should have all the features required for audit trail under GLP/GMP with a password locking facility.

Other conditions:

The specifications are only a guide line and the supplier is at liberty to quote the better options also, but the Instrument model should have been brought in to the market recently with a proven record whose working demonstration can be arranged within the town in a short notice.

- The manufacturer should have installed already a minimum of five such systems in India, with good track and provide references to that effect.
- should have a three years warranty period for the equipment including the pc and should be willing to undertake AMC for five years after warranty period. Quotation for AMC (for five years with and without spares separately) should be shown under a separate head in the price bid The manufacturer/supplier preferably provide support with required spares and services for a minimum period of ten years of the model of the instrument quoted. All the required accessories should be supplied along with the instruments for its optimum performance. The cost of the consumables during warranty period may be quoted along with main bid.
- The manufacturer/ supplier should have their presence in India by way of supplying and providing after sales service of their instrument including the annual maintenance after the guarantee period.
- The manufacturer/supplier should arrange the training program in India for at least two analysts in operation of the instrument, its simple maintenance as well as thoroughness in application of software either at NIPHM or their manufacturing site or any of their centralized laboratory/application center/learning school.

Important Note: The Instrument supplier must be either the original manufacturer or their authorized distributor/dealer and an authorization letter to that effect must be enclosed along with the quotation in case of latter.

Schedule – III:

Specifications for High Performance Liquid Chromatograph (HPLC) with UV-Vis spectrophotometer detector

Requirement: 2 numbers

The HPLC must be a microprocessor controlled , with extensive self diagnostics and can be operated by an external PC through chromatography software besides the following configuration and specifications.

The Pump:

- with binary solvent delivery pump
- should deliver constant and pulse free solvent ranging from 0.01ml to 10.0ml/min with a precision of 0.075% RSD or better.
- The effective delay volume should be less than 700 micro liter independent of back pressure.
- Should meet a flow accuracy of $\pm 1\%$ or 10 ul/min, which ever is greater.
- should have a pressure range of 0 to 5000 psi or more for entire flow range
- the solvent delivery should provide a retention time reproducibility of less than 0.3 RSD
- should have the ability to maintain the custom defined/programmed solvent com
- should have a minimum of Eleven (11) gradient curves (including position at all flow rates/pressure ranges, in increments of 0.1% linear, step (2), concave (4), and convex (4)
- should have a composition accuracy of $\pm 0.5\%$ absolute, independent of backpressure.
- Should have the facility to calibrate the flow and readjust the real time flow values.
- Should have the mechanism for auto purging
- Should have the facility to monitor the pump status like flow, pressure etc.,

In line degasser:

An integrated degasser to de gas in line of all the four solvents be supplied which works continuously and efficiently

Column Oven:

Thermostatically controlled Column oven to accommodate up to 30 cm Column, preferably a microprocessor based, conforming to ISO 17025 preferable with the NABL accredited lab certificate.

- should have a range of ambient to 65⁰ C or better
- should have an accuracy of 1⁰ C
- should have indicators/monitor to know the status of the instrument.

The Detector: UV-Vis. Spectrophotometer with the following specifications.

- should have a wave length range of 190 700 nm
- should have a band width of 2 nm or better
- should have a wave length accuracy of 1 nm
- should have a very good reproducibility of absorbance at least 0.0001 or better
- should have a linearity of 5% at 1.5 AU propylparaben, at 257 nm.
- should have a base line Noise less than 5.0 X 10⁵ AU, 230 nm.
- should have a drift less than $+ 5 \times 10^4 \text{ AU/hr/}^{\circ}\text{C}$, 230 nm.
- Should have the lamp optimization facility
- should have a taper slit flow cell.
- should have self diagnostics to check the system function and calibration
- should have an easy operation to calibrate the system
- should be able to function individual or through the chromatography software operated externally through a PC

Columns: The following columns may be supplied along with the instrument

1.	Silica column	250mm X 4-6mm id, 5 mic	1no.
2.	C ₁₈ column	250mm X 4.6mm id, 5mic	4nos.
3.	C ₁₈ column	250mm X 4.6mm id, 10mic	1 no.
4.	C ₈ Column	250mm X 4.6mm id, 5mic	1 no.

Guard Column: Suitable guard column sets (2 no's) with C¹⁸ inserts should be supplied along

with the instrument.

Injector Port: Rheodyne fixed loop injector assembly with trigger type should be supplied

along with the instrument. Should be provided variable pre calibrated

sample loops with maintenance kit.

Solvent filtration kit: All glass solvent filtration apparatus with suitable filter membranes to filter

aqueous and organic solvents should be supplied.

Vacuum pump: Vacuum pump must be a dry/PTFE coated diaphragm based, operational

under 220V/50Hz and constructed with chemical resistant materials.

Should have an out put of vacuum of 800 mm Hg, or better

Should have pressure gauge/ monitor

Ultrasonic bath: The Ultra sonic bath must accommodate up to 3 liter flask with a thermostatic

controlled heater facility.

An unintereptable power supply system of 10 Kv capacity with 2 hours backup supported by maintenance free sealed batteries should be supplied along with the system, with each instrument

Data Handling Software and PC

- The personal computer with latest processor/configuration with LCD monitor and Laser jet Printer should be supplied along with the instrument. The latest software which is compatible with the chromatography software should be supplied A Original windows latest software which is compatible with the chromatography software be supplied with the system.
- The PC should be connected to the HPLC with a SIM to be able to communicate with the system for its operation as well as process the data.
- The chromatography software should be of latest of its version and be able to collect the data from two Detectors simultaneously .
- The software should facilitate easy method building, data integration and custom report generation.
- The software should facilitate manual as well as auto integration of the data.
- The software should have all the features required for audit trail under GLP/GMP with a password locking facility.
- The software should have a real time display of the chromatogram and the process sample details.

Other conditions:

The specifications are only a guide line and the supplier is at liberty to quote the better options also, but the Instrument model should have been brought in to the market recently with a proven record whose working demonstration can be arranged within the town in a short notice.

• should have a three years warranty period for the equipment including the pc and should be willing to undertake AMC for five years after warranty period. Quotation for AMC (for five years with and without spares separately) should be shown under a separate head in the price bid The manufacturer/supplier preferably provide support with required spares and services for a

minimum period of ten years of the model of the instrument quoted. All the required accessories should be supplied along with the instruments for its optimum performance. The manufacturer/supplier should have their presence in India by way of supplying and providing after sales service of their instrument including the annual maintenance after the guarantee period.

- The manufacturer/supplier should arrange the training program in India for at least two analysts in operation of the instrument, its simple maintenance as well as thoroughness in application of software either at NIPHM or their manufacturing site or any of their centralized laboratory/application center/learning school.
- The cost of the consumables during warranty period may be quoted along with main bid.

Important Note: The Instrument supplier must be either the original manufacturer or their authorized distributor/dealer and an authorization letter to that effect must be enclosed along with the quotation in case of latter.

Schedule – IV:

Specifications for High Performance Liquid Chromatograph (HPLC) (With Photodiode Array Detector)

Requirement: 1 number

The HPLC must be a microprocessor controlled , with extensive self diagnostics and can be operated by an external PC through chromatography software besides the following configuration and specifications.

The Pump:

- with quaternary solvent pump
- should deliver constant and pulse free solvent ranging from 0.01ml to 10.0ml/min with a precision of 0.075% RSD or better.
- The effective delay volume should be less than 700 micro liter independent of back pressure.
- Should meet a flow accuracy of $\pm 1\%$ or 10 ul/min, whichever is greater.
- should have a pressure range of 0 to 5000 psi or more for entire flow range
- the solvent delivery should provide a retention time reproducibility of less than 0.3 RSD
- should have the ability to maintain the custom defined/programmed solvent com
- should have a minimum of Eleven (11) gradient curves (including position at all flow rates/pressure ranges, in increments of 0.1% linear, step (2), concave (4), and convex (4)
- should have a composition accuracy of +0.5% absolute, independent of backpressure.
- Should have the facility to calibrate the flow and readjust the real time flow values.
- Should have the mechanism for auto purging
- Should have the facility to monitor the pump status like flow, pressure etc.,

In line degasser:

An integrated degasser to de gas in line of all the four solvents be supplied which works continuously and efficiently

Column Oven:

Thermostatically controlled Column oven to accommodate up to 30 cm Column, preferably a microprocessor based, conforming to ISO 17025 preferable with the NABL accredited lab certificate.

- should have a range of ambient to 65⁰ C or better
- should have an accuracy of 1⁰ C
- should have indicators/monitor to know the status of the instrument.

The Detector:

The integrated Photodiode Array Optical Detector

- should have a wave length range of 190 800 nm
- should have a band width of 2 nm or better
- should have a wave length accuracy of 1 nm
- should have a very good reproducibility of absorbance at least 0.0001 or better
- should have a linearity of 5% at 1.5 AU propylparaben, at 257 nm.
- should have a base line Noise less than 5.0 X 10⁵ AU, 230 nm.
- should have a drift less than $\pm 5 \times 10^4 \text{ AU/hr/}^{\circ}\text{C}$, 230 nm.
- Should have the lamp optimization facility
- should have a taper slit flow cell.
- should have self diagnostics to check the system function and calibration
- should have an easy operation to calibrate the system
- should be able to function individual or through the chromatography software operated externally through a PC

Columns: The following columns may be supplied along with the instrument

1.	Silica column	250mm X 4-6mm id, 5 mic	1no.
2.	C ₁₈ column	250mm X 4.6mm id, 5mic	4nos.
3.	C ₁₈ column	250mm X 4.6mm id, 10mic	1 no.
4.	C ₈ Column	250mm X 4.6mm id, 5mic	1 no.

Guard Column:

Suitable guard column sets (2 no's) with C¹⁸ inserts should be supplied along with the instrument.

Injector Port:

Integrated auto injector with following specifications

- Should have a sample holder to accommodate more than 150 samples and preferably with an expansion facility in future.
- Should have the facility to inject multiple injections per sample, (1-99)
- Should have a sample injection range from 0.5 ul to 50 ul with an increments of 0.1ul and different standard size sample loops also be supplied.
- Should have a sample delivery precision of less than 0.3% RSD ,full loop.
- Should not have a sample carryover more than 0.005.% or 2 nl, whichever is greater.

Solvent filtration kit: All glass solvent filtration apparatus with suitable filter membranes to filter

aqueous and organic solvents should be supplied.

Vacuum pump: Vacuum pump must be a dry/PTFE coated diaphragm based, operational

under 220V/50Hz and constructed with chemical resistant materials.

Should have an output of vacuum of 800 mm Hg, or better

Should have pressure gauge/monitor

Ultrasonic bath: The Ultra sonic bath must accommodate up to 3 liter flask with a thermostatic

controlled heater facility.

Data Handling Software and PC

- The personal computer with latest processor/configuration with LCD monitor and Laser jet Printer should be supplied along with the instrument. The latest software which is compatible with the chromatography software should be supplied A Original windows latest software which is compatible with the chromatography software be supplied with the system.
- The PC should be connected to the HPLC with a SIM to be able to communicate with the system for its operation as well as process the data.

- The chromatography software should be of latest of its version and be able to collect the data from two Detectors simultaneously.
- The software should facilitate easy method building, data integration and custom report generation.
- The software should facilitate manual as well as auto integration of the data.
- The software should have all the features required for audit trail under GLP/GMP with a password locking facility.
- The software should have a real time display of the chromatogram and the process sample details.

Other conditions:

The specifications are only a guide line and the supplier is at liberty to quote the better options also, but the Instrument model should have been brought in to the market recently with a proven record whose working demonstration can be arranged within the town in a short notice.

- should have a three years warranty period for the equipment including the pc and should be willing to undertake AMC for five years after warranty period. Quotation for AMC (for five years with and without spares separately) should be shown under a separate head in the price bid The manufacturer/supplier preferably provide support with required spares and services for a minimum period of ten years of the model of the instrument quoted. All the required accessories should be supplied along with the instruments for its optimum performance. The manufacturer/supplier should have their presence in India by way of supplying and providing after sales service of their instrument including the annual maintenance after the guarantee period.
- The manufacturer/supplier should arrange the training program in India for at least two analysts in operation of the instrument, its simple maintenance as well as thoroughness in application of software either at NIPHM or their manufacturing site or any of their centralized laboratory/application center/learning school.
- The cost of the consumables during warranty period may be quoted along with main bid.

Important Note: The Instrument supplier must be either the original manufacturer or their authorized distributor/dealer and an authorization letter to that effect must be enclosed along with the quotation in case of latter.

$\label{eq:Schedule-V:Specifications} Schedule-V: \\ Specifications for Gas Chromatograph with FID$

Requirement: two numbers

One with manual injector port &

One with manual as well as auto injector port

The Gas Chromatograph must be a microprocessor controlled, dual channel with extensive self diagnostics and programmable pneumatic controls (EPCs) which can be operated by an external PC through chromatography software besides meeting the other specifications as follows.

Column Oven: : GLC oven should have been calibrated by NABL / ISO

17025-2005 accredited laboratory

Operating temp. range : Ambient to 450° C Temperature set resolution : should be 0.1° C

Heating rate : Ambient to 250° C in 2 minutes or less

Cooling rate : 450° C to ambient in 4 minutes Oven ramps : Oven must support 20 oven ramps Column overheat protection : user defined up to 450° C

Electronic pneumatic controls for inlets and detectors:

Pneumatics must be electronic and programmable. Each EPC unit is optimized for its intended use with a specific inlets and detector option.

Inlet pneumatics : Inlet must have electronic pneumatic control of carrier, split

and

septum purge gas, including electronic ON/OFF

Pressure set point precision : Pressure set points must be able to be adjusted by increments

of 0.001psi, with typical control + 0.001 for the range of 0.0

to 99.99

Pressure/flow ramps : user must be able to set up to a maximum of three

pressure/flow ramps in addition to injecting at a different

(pulsed)pressure.

Inlets

Type : i)Packed column injection port with EPC and ii) second port

will be a capillary column injection port.

Pressure sensor accuracy : must have \pm 2% full scale pressure accuracy or better.

Flow sensor accuracy : must have a minimum of \pm 5% accuracy with \pm 0.5%

repeatability.

Temperature range : ambient to 450° C

Maintenance : must have the facility for injector port maintenance during

analysis

Auto Sampler

An integrated auto sampler controlled through the Chromatography software of the system with the following specifications.

Sample tray capacity : more than 150. Injection range : 0.05 to 100 ul.

Detector:

Flame Ionization Detectors (2 no's) with a temp. range up to 450^o C

Minimum detect ability : must have a minimum detect ability of 1.8 pg C/s or better.

Linear Dynamic range : must have greater than 10^7

Column adoptability : should be able to accommodate either capillary column or

packed columns

Data Handling Software and PC

- The personal computer with latest processor/configuration with LCD monitor and Laser jet Printer should be supplied along with the instrument. The latest software which is compatible with the chromatography software should be supplied. A Original windows latest software which is compatible with the chromatography software be supplied with the system.

- The PC should be connected to the GC with an SIM to be able to communicate with the system for its operation as well as process the date.
- The chromatography software should be of latest of its version and be able to collect the data from two Detectors simultaneously .
- The software should facilitate easy method building, data integration and custom report generation.
- The software should facilitate manual as well as auto integration of the data.
- The software should have all the features required for audit trail under GLP/GMP with a password locking facility.
- The software should have a real time display of the chromatogram and the process sample details.

- Gas cylinders Nitrogen 2nos ultrapure grade IOLAR

Hydrogen 2 no's Zero air 2 no's

- Above all cylinders Duly filled with gases
- Along with double stage gas regulators made of brass and filtration panel.
- An unintereptable power supply system of 10 Kv capacity with 2 hours backup supported by maintenance free sealed batteries should be supplied along with the system, with each instrument.

Other conditions:

The specifications are only a guide line and the supplier is at liberty to quote the better options also, but the Instrument model should have been brought in to the market recently with a proven record whose working demonstration can be arranged within the town in a short notice.

- should have three years warranty period for the equipment including the pc and should be willing to undertake AMC for five years after warranty period. Quotation for AMC (for five years with and without spares separately) should be shown under a separate head in the price bid
- The manufacturer/supplier preferably provide support with required spares and services for a minimum period of ten years of the model of the instrument quoted. All the required accessories should be supplied along with the instruments for its optimum performance. The cost of the consumables during warranty period may be quoted along with main bid.
- The manufacturer/ supplier should have their presence in India by way of supplying and providing after sales service of their instrument including the annual maintenance after the guarantee period.
- The manufacturer/supplier should arrange the training program in India for at least two analysts in operation of the instrument, its simple maintenance as well as thoroughness in application of software either at NIPHM or their manufacturing site or any of their centralized laboratory/application center/learning school.

Important Note: The Instrument supplier must be either the original manufacturer or their authorized distributor/dealer and an authorization letter to that effect must be enclosed along with the quotation in case of latter.

Schedule – VI:

Specifications for Gas Chromatograph with NPD and micro ECD Requirement: one number

The Gas Chromatograph must be a microprocessor controlled, dual channel with extensive self diagnostics and programmable pneumatic controls (EPCs) which can be operated by an external PC through chromatography software with auto injector besides meeting the other specifications as follows.

Column Oven: GLC oven should have been calibrated by NABL / ISO

17025-2005 accredited laboratory

Operating temp. range : Ambient to 450° C Temperature set resolution : should be 0.1° C

Heating rate : Ambient to 250° C in 2 minutes or less

Cooling rate : 450° C to ambient in 4 minutes Oven ramps : Oven must support 20 oven ramps

Column overheat protection : user defined up to 450^o C

Electronic pneumatic controls for inlets and detectors :

Pneumatics must be electronic and programmable. Each EPC unit is optimized for its intended use with a specific inlets and detector option.

Inlet pneumatics : Inlet must have electronic pneumatic control of carrier, split

and septum purge gas, including electronic ON/OFF

Pressure set point precision : Pressure set points must be able to be adjusted by increments

of 0.001psi, with typical control \pm 0.001 for the range of 0.0

to 99.99

Pressure/flow ramps : user must be able to set up to a maximum of three

pressure/flow ramps in addition to injecting at a different

(pulsed)pressure.

Additional features : i) the system should have the provision to back flush the

unwanted components/contaminants/high boilers.

ii) splitting of column outlet as per requirement to send all components to multiple detectors, to obtain more information

during each run.

Inlets

Multi mode inlet : Large volume injector able to inject up to 100 ul sample with

programmable temperature vaporizer (PTV) must

provide the split / split less with temperature programmable

capabilities.

Suitability : system should be capable to accommodate narrow bore

(0.1mm ID) to wide bore capillary columns (0.53 mm ID).

Pressure sensor accuracy : must have + 2% full scale pressure accuracy or

better.

Flow sensor accuracy : must have a minimum of \pm 5% accuracy with \pm 0.5%

repeatability.

Injection modes : must have hot or cold split / split less, pulsed split/split less,

solvent and direct injection modes.

Temperature range : ambient to 450 ° C

Temperature control : must have temperature programming facility of up to 10

amps

Maintenance : must have the facility for injector maintenance during

analysis

Auto Sampler

An integrated auto sampler controlled through the same MS-Chrom software of the system with the following specifications.

Sample tray capacity : more than 150. Injection range : 0.05 to 100 ul.

Injection speed : selectable fast/medium/slow. Sample pre washes : should be programmable.

Sample delivery precision : less than + 0.3% RSD

Should be supplied a Digital Flow meter with ISO 17025 - 2005 accredited laboratory certificate.

Should be supplied GC calibration standards with traceability certificate.

Detector:

The GC will have two detectors namely micro ECD and NPD, whose specifications will be as follows.

Micro ECD:

Maximum temperature : should have an operating range up to 400° C or better.

Electron source : should use a beta emission of less than 15 mCi ⁶³Ni as the

electron source.

Sensitivity : should have a minimum detectable level of 6fg/ml lindane or

better.

Linear dynamic range : should have a minimum dynamic range of 5×10^4 with

lindane or better.

NPD:

Maximum temperature : should have an operating range up to 400° C

Alkali bead : preferably with a design which facilitates easy maintenance

of alkali bead.

Sensitivity : should have a minimum detectable level less than 0.4 pg N/s,

and less than 0.2 pg P/s with azobenzene / malathion /

octadecane mixture..

Linear dynamic range : should have a dynamic range of greater than 10⁵ N and 10⁴ P

with azobenzene / malathion mix

Data Handling Software and PC

- The personal computer with latest processor/configuration with LCD monitor and Laser jet Printer should be supplied along with the instrument. The latest software which is compatible with the chromatography software should be supplied. A Original windows latest software which is compatible with the chromatography software be supplied with the system.
- The PC should be connected to the GC with an SIM to be able to communicate with the system for its operation as well as process the date.
- The chromatography software should be of latest of its version and be able to collect the data from two Detectors simultaneously .
- The software should facilitate easy method building, data integration and custom report generation.
- The software should facilitate manual as well as auto integration of the data.
- The software should have all the features required for audit trail under GLP/GMP with a password locking facility.
- The software should have a real time display of the chromatogram and the process sample details.

- Gas cylinders Nitrogen 2nos ultrapure grade IOLAR

Hydrogen 2 no's Zero air 2 no's

- Above all cylinders Duly filled with gases
- Along with double stage gas regulators made of brass and filtration panel.
- An unintereptable power supply system of 10 Kv capacity with 2 hours backup supported by maintenance free sealed batteries should be supplied along with the system.

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Other conditions:

The specifications are only a guide line and the supplier is at liberty to quote the better options also, but the Instrument model should have been brought in to the market recently with a proven record whose working demonstration can be arranged within the town in a short notice.

- should have three years warranty period for the equipment including the pc and should be willing to undertake AMC for five years after warranty period. Quotation for AMC (for five years with and without spares separately) should be shown under a separate head in the price bid
- The manufacturer/supplier preferably provide support with required spares and services for a minimum period of ten years of the model of the instrument quoted. All the required accessories should be supplied along with the instruments for its optimum performance. The cost of the consumables during warranty period may be quoted along with main bid.
- The manufacturer/ supplier should have their presence in India by way of supplying and providing after sales service of their instrument including the annual maintenance after the guarantee period.
- The manufacturer/supplier should arrange the training program in India for at least two analysts in operation of the instrument, its simple maintenance as well as thoroughness in application of software either at NIPHM or their manufacturing site or any of their centralized laboratory/application center/learning school.

Important Note: The Instrument supplier must be either the original manufacturer or their authorized distributor/dealer and an authorization letter to that effect must be enclosed along with the quotation in case of latter.

Schedule - VII:

Specification for Warring Blender

Laboratory model, explosions/fire proof Warring Blender, to work on 220V/50 cycles A/C should conform to the following specifications:

Motoring rating : 1.5 hp or more, controlled by explosion proof on/off switch

Blender speed : Variable speed, preferred range – 1150 to 11,500 rpm

Speed control : Three step control - slow / medium / fast

Speed display : Digital display preferred

Jar: (1) Stainless steel (SS) 4 liter container with sealed screw lid

(2) Stainless steel (SS) 500 ml & 1 liter container with sealed screw lid and

Adapters for accommodating small containers

Blades : Replacement blades for use with 500 ml, 1 & 4 liter containers

Accessories : (1) Six feet cord with grounded plug

(2) Consumable spares like seals, valve etc.

NOTE:

- (1) The blender should be resistant to volatile as well as non-volatile organic solvent, mineral acid, water etc. Seals and valves should be leak proof & should not develop leak due to contacts with organic solvents, mineral acids, water etc.
- (2) After sales, service facility should be available at Hyderabad.
- (3) Minimum guarantee of three years of trouble free operation.

SECTION VI

(Referred to in clause 11.2 (d) of ITB

QUALIFICATION REQUIREMENTS

SECTION VI QUALIFICATION REQUIREMENTS

1. (a) The bidder should be a manufacturer who must have manufactured, tested and supplied the equipment (s) similar to the type specified in the 'Schedule of Requirements' up to at least the quantity indicated in the table furnished below in any three years of the last five calendar years. The equipments offered for supply up to the quantity indicated below should have been in successful operation for at least two years as on date of bid opening:-

Sch. No.	Item Description	Qty. (in Unit)
I	Triple Tandem Quadrupole Gas Chromatographs - Mass	5
	Spectrometer/ Mass Spectrometer (GC-MS/MS)	
II	Triple Tandem Quadrupole LC-MS/MS	5
III	HPLC with UV-Vis detector	5
IV	HPLC with photo diode array detector	5
V	Gas Chromatograph with FID	5
VI	Gas Chromatograph with NPD and Micro ECD	5
VII	Warring Blender	2

- (b) Bids of bidders quoting as authorised representative of a manufacturer, meeting with the above requirements in full, can also be considered, provided:
 - (i) the manufacturer furnishes a legally enforceable authorisation in the prescribed form, assuming full guarantee and warranty obligations as per GCC, for the goods offered; and
 - (ii) the bidder, as authorised representative, has supplied, installed and satisfactorily commissioned and provided after sales service for similar equipment, at least the quantity specified below in any one of the last 3 years which must be in satisfactory operation for at least one year on the date of bid opening:

Sch. No.	Item Description	Qty. Unit)	(in
I	Triple Tandem Quadrupole Gas Chromatographs - Mass Spectrometer/ Mass Spectrometer (GC-MS/MS)	2	
II	Triple Tandem Quadrupole LC-MS/MS	2	
III	HPLC with UV-Vis detector	2	
IV	HPLC with photo diode array detector	2	
V	Gas Chromatograph with FID	4	
VI	Gas Chromatograph with NPD and Micro ECD	2	
VII	Warring Blender	1	

- (iii) The manufacturer whose product is being offered by authorized representative, must fulfill the requirement of clause (a) above.
- 2. The bidder should furnish the information on all past supplies and satisfactory performance in proforma under Section VII, Form 6.

- 3. All bids submitted shall also include the following information:
 - (i) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments.
 - (ii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection
 - (iii) Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificates, etc.
 - (iv) Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the equipment as specified above.

SECTION VII BID FORM, PRICE SCHEDULES AND OTHER FORMATS

INDEX

- 1. Bid Form (Technical Proposal Submission Sheet and Price Proposal Submission Sheet) and Price Schedules
- 2. Bid Security Form
- 3. Contract Form
- 4. Performance Security Form
- 5. Manufacturer's Authorization Form
- 6. Performance Statement

Technical Proposal Submission Sheet

	Date:
	ICB No.:
	Invitation for Bid No.:
То:	
We,	the undersigned, declare that:
(a)	We have examined and have no reservations to the Bidding Document, including Addenda No.:
(b)	We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule as specified in Section IV, Schedule of Requirements, the following Goods and Related Services:
(c)	Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(d)	If our Bid is accepted, we commit to obtain a Performance Security in the amount of percent of the Contract Price for the due performance of the Contract;
(e)	We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
(f)	Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the NIPHM, HYDERABAD;
(g)	We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
(h)	We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
Nan	ne
In th	ne capacity of
Sign	ned
Dul	y authorized to sign the Bid for and on behalf of
Date	

Price Proposal Submission Sheet

	Date:
	ICB No.: Invitation for Bid No.:
То:	
We,	the undersigned, declare that:
(a)	We have examined and have no reservations to the Bidding Document, including Addenda No.:
(b)	We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule as specified in Section IV, Schedule of Requirements, the following Goods and Related Services:
(c)	The total price of our Bid, excluding any discounts offered in item (d) below is:
(d)	The discounts offered and the methodology for their application are:
(e)	The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:
	Name of Recipient Address Reason Amount
	(If none has been paid or is to be paid, indicate "none.")
Nan	
	ne capacity ofned
Dul	y authorized to sign the Bid for and on behalf of

PRICE SCHEDULE FOR DOMESTIC GOODS

(For Domestic Bidders)

1	2	3	4		5			6	7	8
Schedule.	<u>Item</u>	Country	Quantity		Price for each unit			Unit price	Sales and other	Total price (all inclusive
No	Description	of origin	& Unit	Ex-factory	Packing &	Inland	Incidental		taxes payable	CIP destinations)
				Ex-warehouse	Forwarding	transportation,	Services			
				Ex-showroom		insurance &	Listed in			
				Off-the-shelf (including Excise duty, if any)		other local	GCC			
				2009, 22 00097		Cost incidental to delivery	Clause 13			
						(final destination)				
						As per schedule of				
						requirement				
				(a)	(b)	(c)	(d)	a+b+c+d		4 x 6

Note:	a) b)	In case of discrepancy between unit price and total price, the unit price shall prevail. In case of discrepancy between figures and words, the price in words shall be prevail.	Total bid price Currency:
			In figures: In words Signature of Bidder
			Name Business address

Place:

Date:

PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD (For Foreign Bidders)

1	2	3	4			5		6	7	8	9
Schedule	<u>Item</u>	Country	Quantity		Price	for each unit		<u>Unit price</u>	Total price	<u>Indian</u>	Indian Agent's
<u>No.</u>	Description	<u>of</u>	<u>&</u>	FOB Port	CIP	Inland	Incidental			Agent's	commission as a %
		<u>origin</u>	<u>Unit</u>	of loading	Hyderabad/ Gauhati	transportation, insurance &	Services			<u>Name</u>	of FOB price
					Airport	other local	Listed in				included in the
						costs incidental to delivery (final destination)as per schedule of requirement	GCC Cl.13				<u>quoted price</u>
				(a)	(b)	(c)	(d)	b+c+d	4 x 6		

Note:

- a)
- In case of discrepancy between unit price and total price, the unit price shall prevail. In case of discrepancy between figures and words, the price in words shall be prevailing. b)

Total bid price Currency:_____

In figures:

In words

Signature of Bidder

Name

Business address

Place: Date:

PRICE SCHEDULE FOR ANNUAL MAINTENANCE AND REPAIR COST WITHOUT SPARES AFTER WARRANTY PERIOD

(ITB Clause 8.2.1)

(Common to Domestic and Foreign Bids)

A	В	C	D		E	
Pack No.	Item Description	Qty	Annual Maintenance & repair cost for each		Total Maintenance charges & repair cost	
		(in Unit)	unit without spares ; (GCC Clauses 15.6)		without spares	
					(Col. C X Col. D)	
			Indian Rupees	F. Currency	Indian Rupees	F. Currency
				(Specify)		(Specify)
1	Year 4					
	Year 5					
	Year 6					
	Year 7					
	Year 8					
	Total					

Note: In case of discrepancy between unit price and total price, the unit price shall prevail

Signature of Bidde	r
Name	
Business Address	

Place :

Date

PRICE SCHEDULE FOR ANNUAL MAINTENANCE AND REPAIR COST WITH SPARES AFTER WARRANTY PERIOD

(ITB Clause 8.2.1)

(Common to Domestic and Foreign Bids)

A	В	С	D		E	
Pack No.	Item Description	Qty	Annual Maintenance & repair cost for each unit with spares; (GCC Clauses 15.6)		Total Maintenance charges & repair cost	
		(in Unit)			with spares	
					(Col. C X Col. D)	
			Indian Rupees	F. Currency	Indian Rupees	F. Currency
				(Specify)		(Specify)
1	Year 4					
	Year 5					
	Year 6					
	Year 7					
	Year 8					
	Total					

Note: In case of discrepancy between unit price and total price, the unit price shall prevail

Signature of Bidde	r
Name	
Rusiness Address	

Place:

Date :

2. **BID SECURITY FORM**

When	reas	(hereinafter called "the Bidder") has submitted its bid dated	
(date	of submission	of bid) for the supply of(name and/or description of the good	ds)
	inafter called '		
(
KNO	W ALL PEOI	LE by these presents that WE (name of bank) of (name of	f
coun	try), having ou	r registered office at	are
00011		for which payment well and truly to be made to the said Purchaser, the Ba	nk
hinda	itsolf its succ	essors, and assigns by these presents. Sealed with the Common Seal of the said Ba	
			.IIK
tnis _	day of	20	
	GOVE TO VIEW ON VIEW OF VIEW O		
THE	CONDITION	S of this obligation are:	
1.	If the Bidder		
	(a)	withdraws its Bid during the period of bid validity specified by the Bidder on the Form; or	Bid
	(b)	does not accept the correction of errors in accordance with the Instructions Bidders; or	s to
2.	If the Bidde of bid validi	, having been notified of the acceptance of its bid by the Purchaser during the per y:	riod
	(a)	fails or refuses to execute the Contract Form if required; or	
	(b) Instr	fails or refuses to furnish the performance security, in accordance with action to Bidders;	the
	without the will note that	e to pay the Purchaser up to the above amount upon receipt of its first written dema Purchaser having to substantiate its demand, provided that in its demand the Purcha t the amount claimed by it is due to it, owing to the occurrence of one or both of ns, specifying the occurred condition or conditions.	aser
	~	remain in force up to and including forty five (45) days after the period of the bid mand in respect thereof should reach the Bank not later than the above date.	
		Official and seal) (Signature of the Bar	1k

3. CONTRACT FORM

of pu	rchaser)	CEMENT made theday of			
		') of the other part :			
		the Purchaser invited bids for certain Goods and ancillary services viz.,			
		reinafter called "the Contract Price").			
NOV	V THIS	AGREEMENT WITNESSETH AS FOLLOWS:			
1.		Agreement words and expressions shall have the same meanings as are respectively ed to them in the Conditions of Contract referred to.			
2. Agre	The fement, v	following documents shall be deemed to form and be read and construed as part of this iz.:			
	(1)	the Purchaser's Notification of Award.			
	(2)	Instruction to Bidder			
	(3)	the Technical Specifications;			
	(4)	the General Conditions of Contract;			
3.	mentio	sideration of the payments to be made by the Purchaser to the Supplier as hereinafter ned, the Supplier hereby covenants with the Purchaser to provide the goods and services and edy defects therein in conformity in all respects with the provisions of the Contract.			
4.	The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.				
	Brief punder:	particulars of the goods and services which shall be supplied/provided by the Supplier are as			

SL	BRIEF DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	DELIVERY
NO	OF GOODS &	TO BE		PRICE	TERMS
	SERVICES	SUPPLIED			

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the				
said (For the Purchaser)				
in the presence of:				
Signed, Sealed and Delivered by the				
said (For the Supplier)				
in the presence of:				

4. PERFORMANCE SECURITY FORM

To:	(Name of Purchaser)
	(Name of Supplier)
	e Supplier") has undertaken , in pursuance of Contract No dated,
	(Description of Goods and Services
(hereinafter called "t	e Contract").
AND WHEREAS i	has been stipulated by you in the said Contract that the Supplier shall furnish you
with a Bank Guarant	e by a recognized bank for the sum specified therein as security for compliance with
the Supplier's perfor	ance obligations in accordance with the Contract.
AND WHEREAS w	have agreed to give the Supplier a Guarantee:
THEREFORE WE	hereby affirm that we are Guarantors and responsible to you, on behalf of the
	of(Amount of the Guarantee is
	nd we undertake to pay you, upon your first written demand declaring the Supplie
	the Contract and without cavil or argument, any sum or sums within the limit o
	Amount of Guarantee) as aforesaid, without your needing to prove or to show
grounds or reasons for	your demand or the sum specified therein.
This guarantee is val	l until theday of20
	Signature and Seal of Guarantors
	Signature and Sear of Guarantois
	Date20
	Address:

5. MANUFACTURERS' AUTHORIZATION FORM

То	No	_ dated	
Dear Si	ir:		
		<u>IFB No.</u>	
	We	having factories at	who are established and reputable manufacturers of (address of factory) do hereby authorize
		(Name and address of anufactured by us against the	Agent) to submit a bid, and sign the contract with you
conclu			n M/sare authorised to bid and tured by us against this specific IFB.
	as per Clause 1		varranty and also supply of spares during the period of s of Contract for the goods and services offered for
			Yours faithfully,
			(Name)
			(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

				((Please see Clau	se 10.2 (d) of Instruction	on to Bidders)
IFB NoD	Date of opening Time	e F	Hours				
Name of the Firm	ı						
Order placed by (full address of	Order No. and	Description and	Value of order		ompletion of	Remarks	Has the equipment been
Purchaser)	of Date	quantity of ordered equipment	contra	As per contract 5	t 6	indicating reasons for late delivery, if any	(Attach a certificate from the
	2	3				7	Purchaser/Consignee) 8
	ignature and seal of y Chartered Accoun	tant/CPA)					
Name:	y Chartered Account						

Proforma for Performance Statement (for a period of last five years)

6.