



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4849906
Dated/दिनांक : 26-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-05-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-05-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	155 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health Research
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)
Office Name/कार्यालय का नाम	Indian Council Of Medical Research
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Gas Chromatography Mass Spectrometry (GC - MS) (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	30 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	50 %

Bid Details/बिड विवरण

Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Annual Maintenance Charges Required	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

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

Beneficiary/लाभार्थी :

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

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

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

Name of Competent Authority	Finance Secretary
Designation of Competent Authority	Finance Secretary
Office / Department / Division of Competent Authority	Department of Expenditure, Ministry of Finance
CA Approval Number	F.4/1/2023-PPD
Competent Authority Approval Date	19-12-2023
Brief Description of the Approval Granted by Competent Authority	Relaxation for procurement by MoH&FW for MII exemption (S.No.203)

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

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid

in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
09-05-2024 11:00:00	<p>The meeting will be held virtually, the link of the meeting is as follows:- https://bharatvc.nic.in/join/1104345033 Conference ID: 1104345033 Password: 911435 Time: May 09, 2024 11:00 AM India All representations/ queries of bidders must be sent to "cpcicmr@gmail.com" on or before 08.05.2024, 11:00 AM</p>

Gas Chromatography Mass Spectrometry (GC - MS) (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GAS CHROMATOGRAPH (GC) CONFIGURATION	"GC Detectors inclusive in the scope of supply	Flame Ionization Detector (FID), Thermal Conductivity Detector (TCD or Hot Wire Detector), Electron Capture Detector (ECD), Nitrogen-Phosphorus Detector (NPD) / Flame Thermionic Detector (FTD), Flame Photometric Detector (FPD), Photo Ionization Detector (PID), Pulsed Flame Photometric Detector (PFPD)
	"Number of FID in the System - inclusive in the scope of Supply	0, 1, 2
	"Number of TCD in the System - inclusive in the scope of Supply	0, 1, 2
	"Number of ECD in the System - inclusive in the scope of Supply	0, 1, 2
	"Number of NPD/FTD in the System - inclusive in the scope of Supply	0, 1, 2
	"Number of FPD in the System - inclusive in the scope of Supply	0, 1, 2
	"Number of PID in the System - inclusive in the scope of Supply	0, 1, 2

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	"Number of PFPD in the System - inclusive in the scope of Supply	0, 1, 2
	Number of Inlets GC can Simultaneously Support	1, 2, 3
	Number of Detectors (Ports) GC can Simultaneously Support	1, 2, 3, 4
	Number of Capillary Columns provided in GC - inclusive in the scope of Supply	0, 1, 2
	Type of Capillary Column	Polar, Non-Polar, Semi-Polar
	"GC Capillary Column Length (Hint:-Select '0' if Not Applicable)"	0, 30, 60, 100 (meter)
	GC Packed Column Length	0, 3, 6, 9, 12 (foot)
PERFORMANCE	GC Detector Minimum Detection Level (MDL)	< 1.4 pg C/s for FID, < 1.8 pg C/s for FID, < 3.0 pg C/s for FID < 400 pg/ml for TCD, < = 1 microgram/ml for TCD, < = 10 microgram/ml for TCD, < 4.5 fg /sec for ECD, < 5.5 fg /sec for ECD, < 0.1pg N /sec for NPD/FTD, < 0.03 pg P /sec for NPD/FTD, < 45 fg P /sec for FPD, < 100 fg P /sec for FPD, <2.5 pg S /sec for FPD, <5 pg S /sec for FPD
COLUMN OVEN (GAS CHROMATOGRAPH - GC)	Maximum Operating Temperature (GC Oven)	upto 400 deg. C, upto 450 deg. C (2) Or higher
	Number of Oven Ramps / Plateaus for Temperature programming	6/7 or more, 9/10 or more, 20/21 or more
PNEUMATIC CONTROL	Number of Injection Ports	1, 2
	Maximum Injection Port heating Temperature	upto 400 deg. C (1), upto 450 deg. C (2) Or higher
	Pressure Range	upto100 psi (1), upto 120 psi (2) Or higher
	Pressure set point Resolution (±)(psi)	0.001, 0.01, 0.1 Or lower
	Type of Sample Injection Port	Split, Splitless, split / Splitless, Purged packed Inlet
	Split Ratio	6000:1, 7000:1, 7500:1
AUTO INJECTOR / AUTO SAMPLER	Compatible Liquid Auto Sampler - inclusive in the scope of supply	Yes, No
	Capacity of the Liquid Auto Sampler (Number of Vials)	0, 100, 150 Or higher
	Number of Injection Ports in the Liquid Auto Sampler	0, 1, 2

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Number of Channels in the Liquid Auto Sampler	0, 2
	Liquid Auto Sampler Features	Fully automated Liquid Auto Sampler, Injects with variable speed & varying syringe sizes, Operates through Software (Software inclusive in the scope of supply), NA
HEAD SPACE SAMPLER	Compatible Head Space Sampler- inclusive in the scope of supply	Yes, No
	Capacity of the Head Space Sampler Carousel (number of Vials)	12 or better, NA
	Head Space Sampler Temperature Range	Upto 200 deg. C or better, NA
PYROLYZER SYSTEM	Compatible Pyrolyzer System for pyrolysis of solid and liquid samples- inclusive in the scope of supply	Yes, No
MASS SPECTROPHOTOMETER (MS) SYSTEM	Ionization modes	Electron Ionization (EI), Chemical Ionization (CI), EI/PCI/NCI
	Detector Type	Electron Multiplier, Photo Multiplier, Triple-Axis, HED-EM
	Operating modes	Full Scan Mode, Selective Ion Monitoring (SIM) Mode, Both Full Scan & SIM Modes
PERFORMANCE OF THE MASS SPECTROPHOTOMETER (MS) SYSTEM	Sensitivity (S/N Ratio) in full scan	1500:1 with 1 pg/microliter OFN, 800:1 (EI) or better OFN, 700:1 (EI) or better OFN, 250:1 (EI) or better OFN, 300:1 (PCI) or better BZP, 2000:1 (NCI) or better OFN
SALIENT FEATURES OF GC-MS	"Salient Features of GC-MS (Select applicable features Only)"	Automatic leak testing/detection of Pneumatics, Direct setting of split flow rates and ratios, Flow sensor for control & storage of split ratio, Split and Septum Purge gases, Able to direct inject onto packed and wide-bore capillary columns, Oven power turns-off automatically when the lid/door is opened, Over Heat Protection, Display Unit with built-in Key Board, Controlled by External PC System, Programmable ion source temperature, System includes variety of auto tune algorithms to tune the instrument for maximum sensitivity or for specific target compounds, EI source is inert to active compounds and programmable, EI Source have a dual filament design with automatic selection of other filament if one fails during analysis;, NA
LIBRARIES	Libraries for GC-MS	NIST Library for MS - Licensed version - 2017 or latest, Wiley Library, NA

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
SOFTWARE	"Software Features (Select Applicable Features only)"	Compatible with Windows 7 or higher version operating system, Seamless integration & control of all the GC parameters, Interface with Multiple GCs through the comprehensive real-time monitoring and diagnostic software, Real time notification via advisories and indicators, Counters, Chromatographic attributes, Instrument diagnostics, Access to maintenance information, Access to maintenance, run and event logs, Retention Time - Locking module for analyzing target compounds in complex matrices
DESKTOP WORKSTATION	Desktop workstation Suitable to GC-MS - inclusive in the scope of supply	Yes, No
	Graphics Card Memory Size	0, 1, 2, 4 (gigabyte)
ONLINE UPS	UPS Provided in the Scope of Supply	Yes, No
	Rating of online UPS(KVA)	5.0 KVA, 7.5 KVA, 10 KVA, NA
	Backup time of online UPS	0, 60, 90, 120 (minute)
GENERIC	Built-in Display	Yes, No
	Connectivity interface	USB, WIFI, ETHERNET, Bluetooth, RS 232, RJ-45
	Provision to split the sample from single injection to two different detectors and get results for two detectors simultaneously	Yes, No
	Back Flash - inclusive in the scope of supply	Post Column Back Flash, Mid Column Back Flash, NA
ACCESSORIES	Gas Supply inclusive in the scope of supply	Nitrogen, Hydrogen, Argon, Helium, Zero Air, Methane, Isobutane, Not offered
	Number of Cylinders of each type supplied - inclusive in the scope of supply	0, 1, 2
	Gas cylinders certified by PESO	Yes, NA
	Regulator - inclusive in the scope of supply	Dual Stage Regulator, NA

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	"Other Accessories inclusive in the scope of supply (Select only those Accessories which are part of supply)"	Gas purification panel for all Gases with moisture trap, Hydrocarbon trap & Oxygen trap, Syringe for manual injection x 05 nos, Auto Sampler Vials x 1000 vials with screw cap, Graphite ferrules x 10 nos, Vessel ferrules x 10 nos, Septa for injector x 100 nos, Inlet liner for splitles x 4 nos, Inlet liner for split x 4 nos, O-rings x 10 nos. of each type, Column Cutter x 2 nos, Gas tube Cutter x 2 nos, Tool Kit x 1 no., User / Technical / Maintenance Manual, Standard Samples - NIST / IPL Traceable, Direct Injection Port, Splitter, Multishot Pyrolyser, Singleshot Pyrolyser, Syringe for Auto Sampler injection x 10 nos, El filaments x 5 nos, NA
ENVIRONMENTAL	Operating Humidity (RH) (%) at 40 degree C	Up to 95 (percent)
INSTALLATION & COMMISSIONING / WARRANTY / AVAILABILITY OF SPARES / TRAINING	Warranty on equipment	1, 2, 3, 5 (year)
	Number of days onsite training provided	3, 5, 7, 10 (day)
CERTIFICATION / TEST REPORT	"Availability of UL/CE Certificate as per EN 61010-1:2010 Safety requirements for electrical equipment for measurement, control, and laboratory use General requirements"	Yes, No
	Conformance to EMC/EMI as per EN 61326-1:2013 Electrical equipment for measurement, control and laboratory use	Yes, No
	Availability of Test Reports from Central Govt / NABL approved / ILAC accredited Lab to prove conformity to the specification	Yes, No

Annual Maintenance	
Warranty of required product	3 Year
Annual Maintenance Charges Duration (Post Warranty)	2 Year
Annual Maintenance Charges Frequency	Quarterly

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

Additional Specification Parameters - Gas Chromatography Mass Spectrometry (GC - MS) (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Compliance to the specification mentioned in the Buyer Added Bid Specific ATC	Only those specification mentioned in para 18 of the Buyer Added Bid Specific ATC will be considered for evaluation

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Latha R	600031,ICMR-National Institute for Research in Tuberculosis (NIRT), No.1, Mayor Sathyamoorthy Road, Chetpet, Chennai-600031	1	42

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

4. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

5. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

6. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

7. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

8. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

9. **Turnover**

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

10. **Service & Support**

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

11. **Service & Support**

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

12. **Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 2 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Quarterly after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).

13. **Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

14. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

15. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

16. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director General, ICMR
payable at
New Delhi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

17. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Director General, ICMR, New Delhi
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

18. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Tender Inviting Authority: This tender enquiry for procurement of 1 No. of GC-MS is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at ICMR-NIRT , Chennai

2. Interested bidders are required to sign "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request forbids document, they

will be suspended for the period of 1 year from being eligible to submit Bids for contracts with the entity that invited the Bids.

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

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

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

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

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

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

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

8. Payment: 100% payment shall be made after receipt of complete goods/Equipment in good condition, acceptance and successful installation of goods/Equipment and subject to submission of Performance Bank Guarantee. This payment is subject to recoveries, if any, either on account of statutory deduction/ taxes/ Liquidated Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or otherwise. The firm is required to submit the following documents to ICMR Hqrs for payment:

(a) Copy of Purchase Order;

(b) Copy of Extension Order (if any);

(c) Invoice in original showing contract number, goods description, quantity, unit price and total amount;

(d) Installation Report in original duly signed and sealed by the authorized officer of the consignee;

(e) Acknowledgement of Receipt of Goods issued by the consignee Institute/ Center;

(f) Performance Bank Guarantee

9. Settlement of Disputes: (a) If any dispute or difference of any kind whatsoever shall arise between the Procurement agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

(b) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurement agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

(c) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by Director General ICMR.

(d) Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows.

(i) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.

(ii) The decision of the majority of arbitrators shall be final and binding upon parties.

(iii) Settlement of disputes through pre-institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.

(e) Settlement of Disputes: Notwithstanding any reference to arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and The Procurement agency shall pay the Supplier any monies due to the Supplier.

10. Consignee details (Place of Delivery, Installation, Commissioning) – ICMR-NIRT, Chennai

11. Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

(a) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

(b) If the Equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

(c) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in favour of Indian Council of Medical Research, covering all risks basis for the goods from supplier/ manufacturer warehouse to consignee warehouse.

12. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidated damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.

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

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

15. Following categories of Sellers are exempted from Years of Experience and Turnover:

(a) Micro and Small Enterprises who are manufacturer of the Primary Product Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration/ Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.

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

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

17. Bidder is requested to give undertaking Certificate regarding land border "I/ We have read the clause issued by Government of India regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ We certify that the bidder is not from such a country or, if from such a country

y, have been registered with the Competent Authority"

18. **GAS CHROMATOGRAPHY-MASS SPECTROMETER (GC/MS) Technical Specifications**

Proposed applications: Analysis and quantification of various class of fatty acids in biological samples/specimens and for circulating mycobacteria cell wall fatty acids

Specifications and features:

GC-MS system should have following capabilities:

1. Must be able to support any combination of 2 injectors and 2 detectors and able to monitor through software simultaneously.
2. Should have advanced software to support automatic diagnosis, flow EPC/PPC/AFC/EFC and temperature control system.
3. Should have carrier gas controller for all gases with temperature and pressure compensation.
4. Gas controller should have automatic leak check facility.
5. Should have graphical user interface with large LCD display which controls all instrument functions including injector/detector temperature, carrier and detector gases pressures/flows and oven temperatures and detector signals.
6. Should have features for simultaneous pressure, temperature and flow programming
7. Should have auto-ignition, self-diagnostic functions, etc.,

Programmable Split/Split less Capillary Injector

1. Must be suitable for all capillary columns from 50 to 530 μ m diameter.
2. Split ratio: $\geq 9000:1$ or better
3. Maximum operating temperature: 450 $^{\circ}$ C or better.
4. Set flow range: 0-500 ml/min for N₂ ; 0-1250 ml/min for H₂/He
5. Volume of injection: up to 100 μ l or better. Features: Automatic control of split vent by split flow or split ratio

Temperature programmable inlet

Options to remove non-volatile residues trapped in the inlet

Column Oven

1. Temperature Range: Ambient +4 $^{\circ}$ C to 450 $^{\circ}$ C
2. Oven should support at least 5 or more ramps/holds.
3. Maximum achievable oven ramp temperature should be 120 $^{\circ}$ C or better.
4. Oven Temperature set point resolution should be at least 1 $^{\circ}$ C.
5. Oven cool down (at 22 $^{\circ}$ C ambient) from 450 to 50 $^{\circ}$ C in 4.0 mins or better.
6. Oven should have temperature and gas shutdown capability.

Mass Detector Ion Source

1. Ionization Source: Dedicated EI and dedicated CI
2. Mode of ionization: Positive and Negative (or) dual mode
3. Ionization voltage: up to 100 eV and must be user defined
4. Transferline Temperature: Programmable up to 350 $^{\circ}$ C.

Mass analyzer:

1. Mass analyzer: Single stage Quadrupole analyser with pre-filters
2. Mass range: up to 1000 amu (or) better
3. Mass resolution: Unit mass resolution over entire mass range (or) better
4. Scan rate: 20000 amu/sec (or) better

5. Mass stability ± 0.1 Da over 48 hours
6. Spectral Library NIST and Wiley should be traceable and certified
Should include the latest version of spectral library with original license

Detector

1. It should utilize electron multiplier or photo multiplier and good positive and negative ion sensitivity.
2. Dynamic range should be 10^6 or better.
3. It should have both manual and auto tuning facility in all ionisation modes.

Detector Performance Specification

Mode Test Signal to Noise ratio

EI (with Helium) 1 pg/ μ l Octafluoronaphthalene

Scanning from 50- 300 m/z for mass 272 m/z $\geq 2000:1$ or better

PCI (with Helium) 100 pg/ μ l benzophenone

Scanning from 80-230 m/z for mass 183 m/z $\geq 300:1$ or better

NCI (with Helium) 200 fg/ μ l Octafluoronaphthalene Scanning from 200-300 m/z for m/z 272 $\geq 1000:1$ or better

Vacuum system

1. Powerful turbo molecular pump working with more than 250L/sec or better.
2. It should have the ability to perform automated leak check using a metered amount of air.

Flame Ionisation Detector:

1. Minimum detectable level: ≤ 2 pg C/s or better
2. Data acquisition rate: 300 Hz or better.
3. Linear Dynamic Range: 10^6 or better
4. Maximum operating Temperature: 400°C or better
5. Electronic Pneumatic control: Air, H₂, Make up (N₂ or He)
6. Flameout detection and automatic re-ignition should be available.
7. Carrier gas head pressure setting should be more 900kPa

Auto sampler

1. Auto-sampler should have automatic installation and alignment over injector and sample vials.
2. Auto-sampler should have at least 96 positions or higher of ~ 2 ml vial capacity.
3. Auto-sampler should have at least 4 wash vial positions.
4. Auto-sampler should support different syringe capacity; 10 μ l standard syringe and 5 μ l syringe for low volume sampling.

5. Injection volume should be selectable from 1µl to 10µl or more
6. Auto-sampler should have software control of viscosity delay, sample withdrawal speed, injection speed and dwell time.

Gas generators & cylinders

1. International brand gas generators (H₂, N₂ and Air),
2. Suitable gas cylinder for helium (2.0nos) and regulators for Helium.
3. High pressure Stainless Steel cylinder for helium fitted with high purity 99.99% Helium gas. Cylinders should be according to regulatory requirements/standards of Govt. of India.
4. The gas cylinders need to be provided with the wall-safety chains.
5. Gas cylinder trolley - suitable for transporting the Helium Gas cylinder from transport vehicle to laboratory.

Power back-up

1. Branded UPS capable to providing minimum 60 minutes back-up to run the instrument is needed

Essentials items/spares for GCMS operation

1. GC start-up kit
2. Tool kit
3. Calibration and validation standards for various fatty acid methyl esters and bacterial cell wall fatty acids
4. Calibration and validation standards such as Octafluoronaphthalene, benzophenone, dodecane and tridecane etc., for detector performance should be included in the quote. Instrument qualification (IQ), Operational qualification (OQ) and performance qualification (PQ) should be included in the quote.
5. Suitable GCMS grade low bleed capillary columns for the analysis of fatty acids along with guard columns for each type.
6. Pre-assembled sample vials - 2ml, 5000 Nos
7. Septa - 500Nos
8. Ferrules - 200Nos
9. Inert-glass liners -10 Nos
10. Wash vials -10Nos
11. Micro inserts - 250µl, 5000Nos
12. Spare vial caps -2000Nos
13. Syringes 10µl for Auto sampler and (5/10µl) manual injector - 5Nos each

Essential Items to be quoted separately.

1. Gas purification panels, gas pipes, ferrules, fittings, gauges etc.,
2. Cylinders with test certificate from manufacturer and no objection certificate from the department of explosives.
3. GC-MS grade Fatty acid methyl ester mixtures of saturated, monounsaturated and polyunsaturated fatty acids (from C₈ to C₂₄ and short-chain FAME and very long-chain FAME) & tuberculostearic acid methyl ester.
4. Suitable low-bleed Fused Silica/Wax-type fused silica Capillary column for FAME analysis & bacterial cell wall fatty acids
20 m × 0.18 mm × 0.20µm - 1.0no.

30m x 0.25mm ID and 0.25µm film thickness - 2.0no. 60 m x 0.25 mm x 0.25µm -1.0no.

100m x 0.25mm x 0.20µm film thickness - 1.0no.

Control software and system accessories Control software

1. The software should be able to provide single platform for controlling gas chromatography and mass spectrometer and auto sampler simultaneously as well as independent of each other.
2. Software updates or new version, if any to be provided till the warranty period at free of cost.
3. Should have auto-tune feature to optimize the MS parameters automatically
4. The instrument software user interface for the LIS (Laboratory Information System) may be provided by the supplier

Computer

1. Branded latest Pentium PC and minimum 24" LED monitor with suitable powerful processor (9th Generation or above), 2TB Hard disk, 8GB RAM (or better) and original operating system (with original CDs), branded duplex laser printer and valid/original licensed anti-virus to operate GC/MS equipment through control software.

Installation & Certification

1. The supplier should be responsible to fix up the instrument along with all the accessories and gas station (suitable filters & gas pipes) as required for installation.
2. All accessories required for installation such as required installation kits, starter kits, columns, reagents, standards, tubing, fittings, seals, cables, vent and vanes for exhaust, non-vibration table, etc. should be included in the quote.
3. The spare parts/wear & tear consumables, if any, required for trouble free operation of equipment to be quoted separately giving the full detail, cost, quantity and shelf life of each item.
4. The sensitivity of system should be demonstrated at the site with appropriate standards.
5. Calibration of the equipment at the time of installation and annually during warranty/AMC period may be done by the supplier and the calibration standards should have traceability (Certified Reference Material).
6. Should provide a certificate that they will provide the spares in future for at least ten years
7. Electrical specification: All modules of GC/MS, vacuum pump, gas generators should work at power ratings of 220 Volts and 50 Hz frequency.

Training of Personnel

1. The supplier shall provide the technical training to the personnel (at least 3 to 5) involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment at the company cost. If any further/additional training is required, it should be provided till the warranty period.

Site Preparation

1. The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order.
2. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.
3. The supplier shall visit the Institute and see the site whether the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements

Warranty & pre-requisites:

1. 4 years comprehensive warranty and 2 years non-comprehensive warranty/AMC for the complete system

m including the third party supplies. The warranty starts only after proper installation and functioning of the instrument. The complete service, maintenance, repair and calibration of the instruments shall be provided by the party on free of cost during warranty period. Also there is no limit of visit for attending any fault during warranty period on priority.

2. AMC charges for two years after warranty should be mentioned separately. Minimum of 4 visits per year for attending the fault and routine maintenance is mandatory.

3. In addition, the firm has to respond to any type of communication like over phone, mail and other correspondence to attend/rectify the fault and bring the instrument in normal operation condition

The bidder should provide/include the pre-requisites required for the installation and safe operation of the equipment.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

Additional Clause For Annual Maintenance Charges

- 1.** AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.
- 2.** GST shall be included in the AMC Charges quoted.
- 3.** The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.
 - 3.1** Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.
 - 3.1.1** AMC charges for first year after warranty period – Percentage to be indicated- A1.
 - 3.1.2** AMC charges for second year after warranty period – Percentage to be indicated A2.
 - 3.1.3** AMC charges for third year after warranty period – Percentage to be indicated A3.
 - 3.1.4** AMC charges for fourth year after warranty period – Percentage to be indicated A4.
 - 3.1.5** AMC charges for 5th year after warranty period – Percentage to be indicated A5.
 - 3.2** The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.
 - 3.3** AMC charges to be indicated for each subsequent year should be same or higher than preceding year.
 - 3.4** The AMC charges shall be offered within range of 3 to 10% of cost of equipment.
- 4.** Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.
- 5.** Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 2.5% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.
- 6.** In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.
- 7.** The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---