



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5211250
Dated/दिनांक : 16-08-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-09-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-09-2024 15:30:00
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 - Triple Quadrupole Mass Spectrometry (GC - MS - MS) (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	112 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 (%)	4.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

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

Beneficiary/लाभार्थी :

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

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	No.F .4/1/2023-PPD(pt.)
Competent Authority Approval Date	28-06-2024
Brief Description of the Approval Granted by Competent Authority	As requested by MoH&FW, the equipment is exempted from MII vide Serial No. 105

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

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
29-08-2024 15:00:00	<p>The meeting link will be publish on the GeM Portal & ICMR website (icmr.gov.in).</p> <p>Interested bidder may also contact cpcicmr@gmail.com.</p> <p>All representations/ queries of bidders must be sent to "cpcicmr@gmail.com" on or before 28.08.2024,03:00 PM</p>

Gas Chromatography - Triple Quadrupole Mass Spectrometry (GC - MS - 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, NA
	"GC Capillary Column Length	0, 30, 60, 100 (meter)
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, < 100 fg P /sec for FPD, <2.5 pg S /sec for FPD, <5 pg S /sec for FPD, < 45 fg P /sec for FPD
COLUMN OVEN (GAS CHROMATOGRAPH - GC)	Maximum Operating Temperature (GC Oven)	upto 400 deg. C, upto 450 deg. C 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, upto 450 deg. C Or higher
	Pressure Range	upto100 psi, upto 140 psi Or higher
	Pressure set point Resolution (\pm)(psi)	0.001, 0.01, 0.1 Or lower
	Type of Sample Injection Port	Split, Splitless, split / Splitless, Programmable Temperature Vaporizer (PTV)
	Split Ratio	6000:1, 7000:1, 7500:1, NA
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, 8, 100, 150 Or higher
	Number of Injection Ports in the Liquid Auto Sampler	0, 1, 2
	Number of Channels in the Liquid Auto Sampler	0, 2

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	"Liquid Auto Sampler Features (Select applicable features Only)"	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-MS) SYSTEM	Ionization modes	Electron Ionization (EI), EI/PCI/NCI
	Detector Type	Electron Multiplier, Triple-Axis, HED-EM
	Operating modes	Full Scan Mode, Selective Ion Monitoring (SIM) Mode, Both Full Scan & SIM Modes, Selective /Multiple Reaction Monitoring (SRM/MRM)
PERFORMANCE OF THE MASS SPECTROPHOTOMETER (MS-MS) SYSTEM	Sensitivity (S/N Ratio) in full scan	300:1, 1500:1 Or higher
	Sensitivity (S/N Ratio) in SRM/MRM	6000:1, 15000:1, 30000:1 Or higher
GENERIC	Power Supply	230 V ± 10%, 415 V ± 10%
	Built-in Display	Yes, No
	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	Pre Column Back Flush, Post Column Back Flush, Mid Column Back Flush, NA

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
SALIENT FEATURES OF GC-MS-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, Off-axis detection system for better removal of neutrals, Electron Impact ion source with dual filaments temperature up to 350 °C, Emission current should be able to set up to 300 µA or better, MRM/SRM Transitions should be 800 transitions/sec, Buyer specific columns - DB-fame /equivalent column 60 m x 0.25 mm id x 0.25 micron- 2 nos , DB-1 /equivalent column 60 m x 0.25 mm id x 0.25 micron- 1 nos, Instrument detection limit sensitivity of < 2 fg during installation using 5 fg of OFN with 1 ul injection with Auto sampler
LIBRARIES	Libraries for GC-MS	NIST Library for MS - Licensed version - 2017 or latest, MRM data base Library, Library for Pesticides, Library for Environmental, Library for Forensic, Wiley Library, NA
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
ACCESSORIES	Gas Supply inclusive in the scope of supply	Nitrogen, Hydrogen, Argon, Helium, Zero Air, 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 for Gas Cylinder not offered
	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 splitless 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, EI filaments x 5 nos, NA
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)
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	5 Year
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Annual Maintenance	
Annual Maintenance Charges Duration (Post Warranty)	5 Year
Annual Maintenance Charges Frequency	Quarterly

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

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

Specification Parameter Name	Bid Requirement (Allowed Values)
As Described in Buyer Added Specific ATC.	"Because the equipment does not fall into the Quadruple Category and its specifications may differ, the specifications outlined in the Bid Requirement will take precedence over the existing specifications for Triple Quadrupole Mass Spectrometry." See Point 18 of Buyer Added text based ATC Point 18 for specifications.

* 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	A.N.Shriram	605006,ICMR-Vector Control research Centre, Medical Complex, Indira Nagar, Puducherry - 605006	1	90

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

1. **Generic**

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

2. **Generic**

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

3. **Generic**

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

4. **Generic**

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

5. **Generic**

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

6. **Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

7. **Generic**

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

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. **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.

10. **Turnover**

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

11. Service & Support

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

12. Service & Support

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

13. Warranty

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

14. Warranty

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

15. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Quarterly after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 4% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).

16. Forms of EMD and PBG

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

Director General, ICMR
payable at
Delhi

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

17. Forms of EMD and PBG

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

Director General, ICMR, 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 01 No. of QtoF Mass Spectrometer is being invited by the Director General, Indian Council of Medical Research, An sari Nagar, New Delhi to be supplied at ICMR - VCRC, Puducherry.

2. Bidders needs to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be suspended for the period of 1 year for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with ICMR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Technical Specifications for Q Top Advanced Flowcytometer.

Q-Top Mass Spectrometer (LCMS)

Mass Spectrometer with dedicated Electron spray ionization (ESI) and Atmospheric pressure chemical ionization (APCI) allowing Positive and Negative ion detection.

1. Ion Source:

The instrument must be equipped with an atmospheric pressure ionization (API) technique (ES & APCI) with +ve and -ve mode scan in the single run. Direct solid analysis probe for the analysis of solid and semi-liquid samples. Dedicated source to operate samples which are ionisable in ESI, APCI and APPI without breaking the vacuum should be offered as standard. It must be possible to remove and replace the ion source enclosure without the use of tools. Source gas connections should be made without manual intervention.

2. Mass Analyzer (High resolution):

Quadrupole Mass Range		Upto 2,000m/z or better in resolving mode.
TOF Mass Range		20 m/z to 30,000 m/z or better
Offer mass accuracy		1 ppm or better in both MS and MS/MS mode

3. Resolution:

Should be at least 30,000 FWHM (full width at half maximum) or better.

Acquisition:

Should be capable of acquisitions in MS/MS mode 30 spectra/ sec or better; the instrument must be capable of achieving ≥ 4 orders of linear dynamic range.

4. Vacuum system:

Efficient vacuum system comprising air-cooled turbo-molecular pumps as per the requirements of the equipment. Digitally monitored vacuum through software.

5. Sensitivity:

1 pg LC/MS injection of reserpine: >100:1 RMS

6. Acquisition Modes:

Qualitative and quantitative analysis in ESI and APCI

7. Scan Functions:

System must have full scan for MS and MS/MS.

8. Gas Generator:

A suitable gas generator with in-built compressor capable of providing the gases at the required 99% purity, pressure and flow rate for the Mass Spectrometer must be quoted. The Compressor should be noise free. Appropriate capacity reservoir to be supplied.

Liquid Chromatograph

Liquid chromatography UPLC/ UHPLC System: A liquid chromatography system should provide an integrated configuration for solvent and sample management with the following specifications:

9. Pump:
 - a. Quaternary/ Binary pump with vacuum degassing capability for solvents.
 - b. Operating Flow Rate Range: 0.01 to 2 ml/ min or better.
 - c. Maximum operating pressure: 15,000 psi.
 - d. Leak sensors and pressure limit sensors needed.
 - e. The pump's flow precision must be less than 0.075% RSD or better.

10. Auto Sampler:
 - a. Number of Samples: 90 vials or more of 1 ml.
 - b. Injection Volume Range: 0.1 to 10 μ l or higher.
 - c. Sample Temperature: 4 to 40°C programmable in 0.1°C increments.
 - d. The sample carryover: < 0.003% or better; 100 sample vials to be provided.

11. Column Thermostat:
 - a. Column accommodation of length up to 150 mm in length with guard column as standard
 - b. Column temperature settable from ambient up to 70°C or higher range.

12. UPLC Columns:
 - a. C18, 1.8 μ m 2.1 X 150 mm - 2 No.
 - b. C18, 1.8 μ m 2.1 X 100 mm - 2 No.
 - c. C8, 1.8 μ m 2.1 X 150 mm - 2 No.
 - d. C8, 1.8 μ m 2.1 X 100 mm - 2 No.

13. Accessories & Data Analysis Plan
- (i). Computer Software & Hardware for LCMS:
- Software should be compatible with Windows 10 or more
 - 64 bit Professional OS or higher
 - The software quoted for UPLC/ UHPLC should also control the MS system
 - Updated HRMS method library for drugs, pesticides, metabolites, phytochemicals and other compounds to be provided as standard with perpetual software license
 - Computer Hardware: Intel i7 Processor or higher
 - 2 TB Hard Disk or higher
 - Keyboard, Mouse and other accessories etc.
 - Color Laser printer (latest model)
14. (ii). On-Line UPS:
- On-line UPS 10KVA with One-hour battery backup for the LCMS Suitable gas generator/ Cylinder with best quality panels, capable of supplying all the gases required by the system.
15. Operational & Maintenance Plan:
- 5 years warranty.
 - AMC to be quoted for 5 years after warranty is over
 - Spares should be available for at least 10 years from the date of purchase.
 - Onsite training for the staff to be included.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---