

Bid Number: GEM/2024/B/5272523

Dated: 19-09-2024

#### **Bid Corrigendum**

#### GEM/2024/B/5272523-C4

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

#### **Buyer Added Bid Specific Additional Terms and Conditions**

- 1. **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. 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. 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. **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. 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. 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. 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. 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. 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. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- 11. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- 12. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing) with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Quarterly after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).
- 13. 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. 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-imberse the cost of such service / rectification to the Buyer.
- 15. 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.
- 16. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Director General. ICMR
  - A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
- 17. Buyer Added text based ATC clauses
  - 1. Tender Inviting Authority: This tender enquiry for procurement of **GC-MS** No. of **01** is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at **ICMR**-NIRT, Chennai
  - 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 Good s to confirm their conformity to the Contract specifications. Further, The Supplier may have an independe nt quality test conducted and the cost of such tests will be borne by the Supplier. b. Inspection of goods s hall 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 damag e or deterioration during transit to their final destination, as indicated in the Contract. The packing shall b e sufficient to withstand, without limitation, rough handling during transit and exposure to extreme tempe ratures, salt, and precipitation during transit and open storage. Packing case size and weights shall take in to consideration, where appropriate, the remoteness of the Goods, final destination and the absence of he avy handling facilities at all points in transit
- (b) The packing, marking, and documentation within and outside t he packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional require ments strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procure ment agency.
- (c) Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of p rovisions of specifications before clearing for dispatch.
- 8. Payment: 100% payment shall be made after receipt of complete goods/Equipment in good condition, a cceptance 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/ L iquidated Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or ot herwise. 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 m ake 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 co nsultation, then either the Procurement agency or the Supplier may give notice to the other party of its int ention 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 follo ws.
- (i) The venue of Arbitration shall be the place from where the contract is issued and the language of the ar bitration 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 comm ercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 201 8, No. 28 of 2018 Chapter IIIA.
- (e) Settlement of Disputes: Notwithstanding any reference to arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and The Procurement agency shall pay the Supplier any monies due to the Supplier.
- 10. Consignee details (Place of Delivery, Installation, Commissioning) ICMR National Institute for Research in Tuberculosis (NIRT), Chennai

- 11. Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods a gainst 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 store s 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 insuranc e will be got extended by the supplier at their cost till the successful installation, testing, commissioning a nd 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/ manufac turer 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 fra me(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and re medies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidi ty damages, calculated individually on each delayed performance of the contract including delivery, instal lation, 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 c onfirmation 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 upload ed 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 authori sation/ dealership, by so declaring in the bid documents clearly. In cases where the manufacturer has sub mitted 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 i ssued by Government of India regarding restrictions on procurement from a bidder of a country which sha res 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. GAS CHROMATOGRAPHY-MASS SPECTROMETER (GC/MS) Technical Specifications

Proposed Applications: Analysis and quantification of various class of fatty acids in biological samples/spe cimens 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 t

- hrough software simultaneously.
- Should have advanced software to support automatic diagnosis, flow EPC/PPC/AFC/EFC and t emperature 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 530µm diameter.

2. Spilt ratio: ≥9000:1 or better

3. Maximum operating temperature: 400°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 100µl or better. Features:

Automatic control of split vent by split flow or split ratio

Temperature programmable inlets required 2.

Options to remove non-volatile residues trapped in the inlet

#### Column Oven

1. Temperature Range: Ambient +4°C to 450°C

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

## Mass Detector Ion So urce

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°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  $\pm$  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 sen sitivity.

- 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 rati o
EI (with Helium)	1 pg/μl Octafluoronaphthalene Scanning from 50- 300 m/z for mass 272 m/z	≥2000:1 or better
PCI (with Helium)	100 pg/μl benzophenone Scanning from 80-230 m/z for mass 183 m/z	≥300:1 or better
NCI (with Helium)	200 fg/µl Octafluoronaphthalene Scanning fr om 200-300 m/z for m/z 272	≥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:  $\leq$  1.5 pg C/s or better

2. Data acquisition rate: 300 Hz or better.

3. Linear Dynamic Range: 10<sup>6</sup> 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

- Auto-sampler should have automatic installation and alignment over injector and sample vial s.
- 2. Auto-sampler should have at least 96 positions or higher of ~2ml vial capacity.
- 3. Auto-sampler should have at least 4 wash vial positions.
  - 4. Auto-sampler should support different syringe capacity; 10μl standard syringe and 5μl syring e 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) & Methane (2.0nos) and regulators (1.0 no each) for Helium & Methane.
- 3. High pressure Stainless Steel cylinder for helium & methane filled with high purity 99.99% He lium gas & Methane gas. Cylinders capacity 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.

#### Essential Items to be quoted separately:

- 1. Suitable low-bleed Fused Silica/Wax-type fused silica Capillary column/Equivalent columns for FA ME analysis & bacterial cell wall fatty acids
- 2.  $20 \text{ m} \times 0.18 \text{ mm} \times 0.20 \mu \text{m}$  (Fused Silica -FAME) 1.0no.
- 3. 30m x 0.25mm ID and 0.25 $\mu$ m film thickness (5% phenyl methyl silox) 2.0no.
- 4.  $60~\text{m} \times 0.25~\text{mm} \times 0.25\mu\text{m}$  (5% Diphenyl / 95% Dimethylpolysiloxan) -1.0no.
- 5. 100m×0.25mm×0.20μm film thickness (88%-cyanopropyl) aryl-polysiloxane) 1.0no

#### Installation & Certification

All the items/accessories such as such as installation kits, starter kits, columns, reagents, Standards, tubing, fittings, seals, cables and including a suitable non-vibration table to accommodate the instrument and PC that are required for the installation of the instrument and to perform the sensitivity test of the equipment should be included in the quote.

### Power back-up

 Branded UPS capable to providing minimum 60 minutes back-up to run the instrument is ne eded

### 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, dodecan e and tridecane etc., for detector performance should be included in the quote. Instrument q ualification (IQ), Operational qualification (OQ) and performance qualification (PQ) should be i ncluded in the quote.
- 5. Suitable GCMS grade low bleed capillary columns for the analysis of fatty acids along with gu ard 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 depart ment of explosives.
- 3. GC-MS grade Fatty acid methyl ester mixtures of saturated, monounsaturated and polyunsat urated fatty acids (from c8 to c24 and short-chain FAME and very long-chain FAME) & tubercu lostearic acid methyl ester.
- 4. Suitable low-bleed Fused Silica/Wax-type fused silica Capillary column for FAME analysis & ba cterial cell wall fatty acids

 $20 \text{ m} \times 0.18 \text{ mm} \times 0.20 \mu\text{m} - 1.0 \text{no}.$ 

 $30m \times 0.25mm$  ID and  $0.25\mu m$  film thickness - 2.0no . 60 m  $\times$  0.25 mm  $\times$  0.25 $\mu m$  -1.0no.

 $100m \times 0.25mm \times 0.20\mu m$  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 an d 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 (9<sup>th</sup> 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 GCMS 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-vibratio n table, etc. should be included in the quote.
- 3. The spare parts/wear & tear consumables, if any, required for trouble free operation of equip ment 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 appr opriate 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 inst allation of equipment, immediately after the receipt of the purchase order.
- 2. The supplier must provide complete details regarding space and all the other infrastructural r equirements 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

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

## <u>Corrigendum 19.09.2024</u>

S.No.	<b>Existing Tender Specification</b>	Revised Tender Specification
1	Mass Analyzer - Single stage Quadrupole analyser with pre-filters/heating	Single stage Quadrupole analyser with pre-fil ters or any other suitable technology; such a s heating
2	Flame Ionisation Detector:  Carrier gas head pressure setting should be more 900kPa	Carrier gas head pressure setting should be more 650kPa
3	Should have graphical user interface w ith large LCD display which controls all instrument functions including injector / detector temperature, carrier and detector gases pressures / flows and oven temperatures and detector signals	Should have graphical user interface with lar ge TOUCH SCREEN display which controls all instrument functions including injector / dete ctor temperature, carrier and detector gases pressures / flows and oven temperatures and detector signals
4	Programmable Split/Split less Capillary Injector-Temperature programmable in lets required 2	Programmable Split/Split less Capillary Injector 1.0 no. as  Standard/primary injector. Temperature pr ogrammable inlet 1.0no. as a secondary i njector
5	Essential Items to be quoted separatel y  Suitable low-bleed Fused Silica/Wax-ty pe fused silica Capillary column for FA ME analysis & bacterial cell wall fatty acids  20 m × 0.18 mm × 0.20μm - 1.0no.  30m × 0.25mm ID and 0.25μm film thic kness - 2.0no.	Repetition of specification at Page No-1 8 deleted
	60 m × 0.25 mm × 0.25μm -1.0no.  100m × 0.25mm × 0.20μm film thickness - 1.0no.	

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#### **Disclaimer**

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for 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.

This Bid is also governed by the General Terms and Conditions

<sup>\*</sup>This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.