



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5611116  
Dated/दिनांक : 31-12-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-01-2025 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-01-2025 13:30:00
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)	48 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

**Bid Details/बिड विवरण**

<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	50 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Annual Maintenance Charges Required</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

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

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

**Beneficiary/लाभार्थी :**

The Director General, ICMR, New Delhi  
Indian Council Of Medical Research, Department of Health Research, Indian Council of Medical Research (ICMR),  
Ministry of Health and Family Welfare  
(The 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	Shri Sher Bahadur
Designation of Competent Authority	Under Secretary (Procurement Policy)
Office / Department / Division of Competent Authority	Department of Expenditure, Ministry of Finance, Gol
CA Approval Number	F.4/1/2023-PPD(Pt), dated 28-06-2024
Competent Authority Approval Date	28-06-2024
Brief Description of the Approval Granted by Competent Authority	Relaxation under Rule 161(iv) of General Financial Rules 2017 for issuance of Global Tender Enquiry (GTE) for procurement of Medical Devices at S.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.

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

Price Breakup - [1735628763.xlsx](#)

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
16-01-2025 11:00:00	Pre-bid meeting will be conduct through hybrid mode on 16-01-2025, 11:00 hrs. Meeting link: <a href="https://echo.zoom.us/j/84399668061">https://echo.zoom.us/j/84399668061</a>  The bidders who are interested to participate in the pre-bid meeting are requested to send an e-mail request for the same with their details at <a href="mailto:cpicmr@gmail.com">cpicmr@gmail.com</a> along with their queries, if any, on or before 15-01-2025, 11:00AM

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

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

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	"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
	"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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Pressure set point Resolution (<math>\pm</math>)(psi)</b>	0.001, 0.01, 0.1 Or lower
	<b>Type of Sample Injection Port</b>	Split, Splitless, split / Splitless, Purged packed Inlet
	<b>Split Ratio</b>	6000:1, 7000:1, 7500:1
AUTO INJECTOR / AUTO SAMPLER	<b>Compatible Liquid Auto Sampler - inclusive in the scope of supply</b>	Yes, No
	<b>Capacity of the Liquid Auto Sampler (Number of Vials)</b>	0, 100, 150 Or higher
	<b>Number of Injection Ports in the Liquid Auto Sampler</b>	0, 1, 2
	<b>Number of Channels in the Liquid Auto Sampler</b>	0, 2
	<b>Liquid Auto Sampler Features</b>	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	<b>Compatible Head Space Sampler- inclusive in the scope of supply</b>	Yes, No
	<b>Capacity of the Head Space Sampler Carousel (number of Vials)</b>	12 or better, NA
	<b>Head Space Sampler Temperature Range</b>	Upto 200 deg. C or better, NA
PYROLYZER SYSTEM	<b>Compatible Pyrolyzer System for pyrolysis of solid and liquid samples- inclusive in the scope of supply</b>	Yes, No
MASS SPECTROPHOTOMETER (MS) SYSTEM	<b>Ionization modes</b>	Electron Ionization (EI), Chemical Ionization (CI), EI/PCI/NCI
	<b>Detector Type</b>	Electron Multiplier, Photo Multiplier, Triple-Axis, HED-EM
	<b>Operating modes</b>	Full Scan Mode, Selective Ion Monitoring (SIM) Mode, Both Full Scan & SIM Modes
PERFORMANCE OF THE MASS SPECTROPHOTOMETER (MS) SYSTEM	<b>Sensitivity (S/N Ratio) in full scan</b>	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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
SALIENT FEATURES OF GC-MS	<b>"Salient Features of GC-MS (Select applicable features Only)"</b>	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	<b>Libraries for GC-MS</b>	NIST Library for MS - Licensed version - 2017 or latest, Wiley Library, NA
SOFTWARE	<b>"Software Features (Select Applicable Features only)"</b>	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	<b>Desktop workstation Suitable to GC-MS - inclusive in the scope of supply</b>	Yes, No
	<b>Graphics Card Memory Size</b>	0, 1, 2, 4 ( <b>gigabyte</b> )
ONLINE UPS	<b>UPS Provided in the Scope of Supply</b>	Yes, No
	<b>Rating of online UPS(KVA)</b>	5.0 KVA, 7.5 KVA, 10 KVA, NA
	<b>Backup time of online UPS</b>	0, 60, 90, 120 ( <b>minute</b> )
GENERIC	<b>Built-in Display</b>	Yes, No
	<b>Connectivity interface</b>	USB, WIFI, ETHERNET, Bluetooth, RS 232, RJ-45
	<b>Provision to split the sample from single injection to two different detectors and get results for two detectors simultaneously</b>	Yes, No
	<b>Back Flash - inclusive in the scope of supply</b>	Post Column Back Flash, Mid Column Back Flash, NA
ACCESSORIES	<b>Gas Supply inclusive in the scope of supply</b>	Nitrogen, Hydrogen, Argon, Helium, Zero Air, Methane, Isobutane, Not offered

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Number of Cylinders of each type supplied - inclusive in the scope of supply</b>	0, 1, 2
	<b>Gas cylinders certified by PESO</b>	Yes, NA
	<b>Regulator - inclusive in the scope of supply</b>	Dual Stage Regulator, NA
	<b>"Other Accessories inclusive in the scope of supply (Select only those Accessories which are part of supply)"</b>	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	<b>Operating Humidity (RH) (%) at 40 degree C</b>	Up to 95 ( <b>percent</b> )
INSTALLATION & COMMISSIONING / WARRANTY / AVAILABILITY OF SPARES / TRAINING	<b>Warranty on equipment</b>	1, 2, 3, 5 ( <b>year</b> )
	<b>Number of days onsite training provided</b>	3, 5, 7, 10 ( <b>day</b> )
CERTIFICATION / TEST REPORT	<b>"Availability of UL/CE Certificate as per EN 61010-1:2010 Safety requirements for electrical equipment for measurement, control, and laboratory use General requirements"</b>	Yes, No
	<b>Conformance to EMC/EMI as per EN 61326-1:2013 Electrical equipment for measurement, control and laboratory use</b>	Yes, No
	<b>Availability of Test Reports from Central Govt / NABL approved / ILAC accredited Lab to prove conformity to the specification</b>	Yes, No

#### Annual Maintenance

Warranty of required product	5 Year
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<b>Annual Maintenance</b>	
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 Mass Spectrometry (GC - MS) ( 1 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Compliance of Technical Specification	Only those specification mentioned in para 18 of the Buyer Added Text based ATC will be considered for evaluation. Further, terms and conditions mentioned in the Buyer Added text based ATC shall prevail over GeM Bid details / general T&C

\* 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	MINI PRAMOD	110029,INDIAN COUNCIL OF MEDICAL RESEARCH V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, NEW DELHI	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**

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

#### 9. **Generic**

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

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

#### 10. **Turnover**

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

#### 11. **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 10% 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).

#### 12. **Warranty**

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

#### 13. **Warranty**

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

#### 14. **Warranty**

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

#### 15. **Service & Support**

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

#### 16. **Service & Support**

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

#### 17. **Forms of EMD and PBG**

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

The Director General, ICMR  
payable at  
New Delhi

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

#### 18. **Forms of EMD and PBG**

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

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

#### 19. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **Tender Inviting Authority:** This tender enquiry for procurement of 1 Unit of GC-MS is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at ICMR -NARFBR, Hyderabad.
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.

10. 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.

11. Consignee details (Place of Delivery, Installation, Commissioning) – ICMR-NARFBR, Hyderabad.

12. 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.

13. 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.

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

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

16. 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).

17. Bidder is requested to give undertaking Certificate regarding land border "I/ We have read the clause is sued 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 SPECIFICATION: Specifications for GC-MS.

Sl. No	Name of equipment	Qty	Specifications									
1	GC-MS	1	<table border="1"> <thead> <tr> <th colspan="2" data-bbox="568 1059 1410 1093">Specifications</th> </tr> <tr> <th data-bbox="568 1093 823 1167">Requirements</th> <th data-bbox="823 1093 1410 1167">Specifications</th> </tr> </thead> <tbody> <tr> <td data-bbox="568 1167 823 1648">System</td> <td data-bbox="823 1167 1410 1648"> <p>Gas chromatograph with auto sampler and MS having capabilities for two inlets and four detectors can be installed and operated simultaneously.</p> <p>Both GC and MS/MS should be compatible to each other and latest in industry with high level sensitivity should be quoted.</p> <p>Easy access to Maintenance and Service modes system interface.</p> <p>The system should be with all accessories required to make it fully operational.</p> </td> </tr> <tr> <td colspan="2" data-bbox="568 1648 1410 1704">Gas Chromatograph</td> </tr> </tbody> </table>		Specifications		Requirements	Specifications	System	<p>Gas chromatograph with auto sampler and MS having capabilities for two inlets and four detectors can be installed and operated simultaneously.</p> <p>Both GC and MS/MS should be compatible to each other and latest in industry with high level sensitivity should be quoted.</p> <p>Easy access to Maintenance and Service modes system interface.</p> <p>The system should be with all accessories required to make it fully operational.</p>	Gas Chromatograph	
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Oven	<p>Up to 450°C, Oven ramp rate with maximum 120°C/min or better, ramps 10 or more</p> <p>Cool-down time from 450°C to 50°C within 5 minutes or better</p> <p>Should be able to accommodate two or more columns.</p> <p>Injection port temperature up to 450°C should be provided.</p> <p>Automatic leak test of system.</p>
Flow/ Pressure control	<p>Electronic flow/ pressure control.</p> <p>System must have EPC/AFC Control for all injectors &amp; detectors.</p> <p>Must have the capability to install up to eight EPC/AFC.</p> <p>Pressure set point and control precision to 0.001 psi</p> <p>Pressure/flow ramps: Minimum three.</p>
Injector	<p>Split/split less Injector &amp; Multimode/PTV or better Injection Volume capability with complete solvent vaporizer system or Equivalent.</p> <p>Injector must be able to operate with capillary &amp; wide bore columns</p> <p>System should have back-flushing capability.</p> <p>Gas saver mode to reduce gas consumption without compromising performance.</p> <p>Different column introduction to mass spectrometer without breaking vacuum feature should be provided.</p> <p>Same sample introduction from inlet should be sent to Mass spectrometer and FID simultaneously, necessary device should be provided with system.</p>
Operation modes	<p>Constant flow, Ramped flow Constant pressure and Ramped pressure.</p>
Auto sampler (Liquid)	<p>Auto injector with minimum 15 vials capacity or better.</p> <p>Robust Liquid auto sampler capable of injecting <math>\geq 100 \mu\text{L}</math> or better with syringe</p> <p>Must allow installation and automation of suitable syringe featuring volumes from 1 to 10 <math>\mu\text{L}</math> or more.</p> <p>Must be able to achieve combined multiple solvent rinsing with up to 4 different solvents.</p>



Peak area repeatability	>0.3%RSD
Headspace Sampler (HSS)	<p>Overlapping up to 12 vials to maximize throughput or better.</p> <p>In build vial shaker.</p> <p>GC column selection from 50 to 550µm or better.</p> <p>Easiness of connection ALS or HS for same inlet will be preferred.</p> <p>If system not capable to use ALS and HS on same inlet (PTV/MMI) system need to provide additional inlet for the HS use</p> <p>Compatibility with headspace vials of 10 mL, 20 mL, and 22 mL sizes with unrestricted use of different vial sizes within a single sequence.</p> <p>All temperature zones (oven, valve and loop, transfer line) have set point increments in 1 °C with 0.1 °C resolution for actual temperatures.</p> <p>Oven temperature: Ambient +5 °C to 300 °C</p> <p>Valve and Loop temperature: Ambient +5 °C to 300 °C</p> <p>Vial pressurization must be fully controlled by the included EPC/AFC/PPC.</p> <p>Flow set points must be adjusted by increments of 0.01 mL/min.</p>
Mass Spectrometer	
GC Interface	Direct connection with capillary column, temperature range 50°C to 350°C to be provided.
Ion Source	Electron Ionization (EI), Positive Chemical Ionization (PCI) and Negative Chemical Ionization (NCI).
Ion source temperature range	120°C to 300°C or better
Filament	Dual, automatic switching
EI/CI source change-over	Easy change-over by user
Electron ionization voltage	10-100 eV or better
Mass analyzer	Metal quadrupole with pre filter
Mass range	m/z 10- 1000 amu/u or more

Mass Stability	± 0.1 u/48 hours
Ionization modes	EI, PCI & NCI
Measurement mode	Scan and SIM
Sensitivity	1 pg or better
Mass Tuning Standard	Perfluorotributylamine(PFTBA), Decafluorotriphenylphosphine (DFTPP), Bromofluorobenzene (BFB)
Vacuum Pump	190 L/sec or better highly efficient Turbo molecular pump
Auxiliary pump	30 L/min or better oil rotary pump
Carrier gas	Helium, Nitrogen & Hydrogen
Column flow rate	15 mL/min maximum
Detector	Electron multiplier or Photo multiplier
Mass spectral libraries	NIST Mass spectral Library, NIST Chemical Structures database both and Wiley library are latest version available on date of quotation and backup Licensed CD compatible with operation software to be provided.  Metabolite database/library should be provided with system
Detectors	The GC must have complete integrated control of all parameters (no external control module) for respective detectors: FID/ ECD.  Detector must be independently controlled and operational for maximum sensitivity.
Flame Ionization Detector (FID)	Linear range: 10 <sup>7</sup> or higher  Minimum detectable amount: 1.5 pg C/sec or better  Operating temperature limits: 450°C with standard ceramic/quartz flame jet or better.  Auto flame out detection and automatic reignition capability.
Electron Capture Detector ECD	Linear dynamic range: 10 <sup>4</sup> or higher  Complete with 63Ni source and low voltage heaters.  Operating temperature maximum 400°C

Gas Supplies	<p>Required High purity Gas cylinders (2 No. Each) with regulators and gas cylinder should be supplied with hydraulic test certificate (suitable gas cylinders should be provided like Nitrogen, Argon, Helium, Hydrogen &amp; Zero Air, Reagent gases: Methane, Isobutane &amp; Ammonia).</p> <p>Moisture trap panel/gas purification panel (with all mounting for all gases) with all required piping, tubing, casing etc. from cylinder to Instrument.</p>
Software	<p>MS Software for acquisition, data handling (quantitative/qualitative) and reporting and MRM database with over 8,000 optimized transitions.</p> <p>Full scan, SIM, MRM, dMRM, tMRM, dMRM/scan, and tMRM/scan.</p> <p>Complete system and software configuration must be FDA 21 CFR Part 11 compliant.</p> <p>Software: original windows-based software with multitasking programming facility.</p> <p>Software updates up to five years.</p> <p>Preloaded Antivirus with latest version.</p>
Software control	The whole system should be under software control
Communication Hardware:	Factory fitted Compatible Computer for software with windows 11 Professional, 64-bit, Processor: Intel core i5, 3.1GHz or better, RAM: 16 GB or better, Internal hard drive: 1 TB. Latest branded system with 22-23" Full HD Monitor with Printer -Color- B/W - duplex - laser - Legal, A4 - 1200 dpi x 1200 dpi - up to 21 ppm - capacity with Network Card and Bluetooth facility.
Application Support	The Application support for stated applications required during method development and validations.
Operating conditions	230± 10 Volts; 50Hz AC Power supply.
Operating temperature	15°C to 30°C
Other requisites for GC with ECD/FID	Automatic Change Over Manifold for each gas line Complete Gas Purification Panel with fittings & installation of all gases Renewable in Line Gas Purification System Renewable gas purifier cartridge, Spare Set Gas clean filters/Traps (6 No.)
Spare & Consumables	

Headspace Sampler consumables:	Headspace Vials with caps 20 ml- 300 Quantity Headspace vial decapper- 1 Quantity
Septa for injectors	100 Nos. Nonstick, Low bleed, high puncture tolerance and Max. Temp 400 °C (for each injector).
Ferrules and Nuts	50 Nos. (for each column end and other interfaces as applicable), 50 Nos. for GC with ECD, FID FID jet: 3 number
Vials, caps and tool for auto sampler (Only Compatible sizes should be supplied)	100 Nos. each Vial sets (2 mL Amber and Clear glass with cap & septa) 500 Nos. Septa PTFE/Silicone
O ring	50 Nos.
Copper tubing with connectors	100 mtrs
Copper tube cutter	2 Nos.
Micro syringe for manual injection	5µl-5 Nos. 10 µl-5 Nos.
Auto sampler syringes	10 Nos. (suitable syringe should be provided)
Liners	Provide all Suitable injector liners required for the system quoted (20 Nos.)
Columns for GC Applications	Column (30m x 0.250mm x 0.25µm (02 no.) Column for Fatty Acid Profiling with main concern of Trans Fatty Acid Application (02 No.) Column for Cholesterol Application (02 No.)
Tools and Kits	Septa Removing tool. Tubing Cutter with rotating diamond blade for column. Tubing Cutter for stainless steel tubing. Tubing Cutter for Plastic tubing with spare blade set
Accessories	
Requisite GCMS Tools kit and cleaning supplies	One set
High capacity carrier gas purifier	2 each
Gas Purification panel	Suitable gas purification panel with installation should be provided.

Gas cylinder Trolley	2 Nos.
Miscellaneous	Consumables required for each detector must be provided
Reference Standards	CRM and SRM reference materials should be provided.
Operating manuals, service manuals, other manuals	Should provide user, technical and maintenance manuals in English language.  List of equipment and procedures required for local calibration and routine maintenance.  Service and operation manuals to be provided Advanced maintenance tasks documentation, if any.
UPS	Suitable online UPS (10 KVA) to support the instrument for 60 min.
Quality Requirement	Should be compliant with the requirements of FDA/CE/BIS Quality Certification: ISO certified.  Should provide calibration certificates from any accredited agency every year during warranty & CMC period. Calibration cost will have to be borne by the supplier.  All calibration certificates must be from ISO 17025: 2017 certified laboratory
IQ/PQ/OQ	On site IQ, OQ, PQ of instrument along with document to be provided of instrument.
Training	The supplier will have to carry out successful installation at the laboratory and provide on-site comprehensive training to operate the system till customer satisfaction.  The vendor should provide free manpower for 6 months to ensure proper staff training and maximum utility of the system.
Warranty	Comprehensive warranty for 5years. The warranty should be covered after satisfactory installation of the instrument. AMC of 5 years post warranty should be provided.

			<p>Terms</p>	<p>Vendor should have at least 15 installations of GCMS system in government lab and minimum 3 from GLP labs with all users contact details and performance certificate from labs.</p> <p>Service support for any issue in instruments should be available within 24 hrs. after reporting the issue.</p> <p>Sufficient training to all users should be provided by vendor without any additional charges.</p> <p>Preventive maintenance should be done by the vendor in every 6 months.</p> <p>Calibration certificate- every year for 5 years should be provided by the vendor.</p>
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## Disclaimer/अस्वीकरण

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

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer

is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

## **Additional Clause For Annual Maintenance Charges**

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

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

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

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

**3.1.1** AMC charges for first year after warranty period – Percentage to be indicated- A1.

**3.1.2** AMC charges for second year after warranty period – Percentage to be indicated A2.

**3.1.3** AMC charges for third year after warranty period – Percentage to be indicated A3.

**3.1.4** AMC charges for fourth year after warranty period – Percentage to be indicated A4.

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

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

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

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

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

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

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

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

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[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---**