



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5272523 Dated/दिनांक : 19-08-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | | |
|--|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 09-09-2024 16:00:00 | |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 09-09-2024 16:30:00 | |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 155 (Days) | |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Health And Family Welfare | |
| Department Name/विभाग का नाम | Department Of Health Research | |
| Organisation Name/संगठन का नाम | Indian Council Of Medical Research (icmr) | |
| Office Name/कार्यालय का नाम | Indian Council Of Medical Research | |
| Total Quantity/कुल मात्रा | 1 | |
| Item Category/मद केटेगरी | Gas Chromatography Mass Spectrometry (GC - MS) (Q3) | |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 52 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 छ्ट/ 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/बिंड से रिवर्स नीलामी सक्रिय किया | No | |
| Annual Maintenance Charges Required | Yes | |
| Type of Bid/बिंड 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 | |
| Estimated Bid Value/अनुमानित बिड मूल्य | 12980000 | |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation | |

EMD Detail/ईएमडी विवरण

| Required/आवश्यकता | No |
|-------------------|----|

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, ICMR

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

(Director General, Icmr)

MII Purchase Preference/एमआईआई खरीद वरीयता

| MII Purchase Preference/एमआईआई खरीद वरीयता | No |
|--|----|
|--|----|

Details of the Competent Authority for MII

| Name of Competent Authority | Sher Bahadur |
|------------------------------------|--------------------------------------|
| Designation of Competent Authority | Under Secretary (Procurement Policy) |

| Office / Department / Division of Competent Authority | Ministry of Finance, Department of Expenditure |
|---|---|
| CA Approval Number | F.4/1/2023-PPD(Pt.) |
| Competent Authority Approval Date | 28-06-2024 |
| Brief Description of the Approval Granted by Competent Authority | On the request of MoH&FW, equipment has been exempted (SI. 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 |
|---|-----|
| | |

- 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 guoted 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 (to be submitted with financial bid only) - 1723194449.xlsx

Pre Bid Detail(s)

| Pre-Bid Date and Time | Pre-Bid Venue |
|-----------------------|--|
| 30-08-2024 11:00:00 | Pre-bid meeting will be conducted through hybrid mode on 30-08-2024, 11:00 AM. Meeting link will be shared later. 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 cpcicmr@gmail.com along with their queries, if any, on or before 29-08-2024, 11:00AM |

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिंड 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 |

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|--|--|--|
| | "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 Capillary Column Internal Diameter (Hint:-Select '0' if Not Applicable)" | 0.0, 0.25 (millimeter) |
| | "GC Capillary Column Film Thickness (Hint:-Select '0' if Not Applicable)" | 0.0, 0.25 (micrometer) |
| | 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 |
| | GC Detector Linear Dynamic Range (± 10%) | >= 10e7 for FID, >= 10e5 for TCD, >= 5x10e4 for ECD, >= 10e3 for NPD/FTD, >= 10e3 for FPD, NA |
| | GC Detector Data acquisition rate | 50 Hz or more, NA |
| COLUMN OVEN (GAS CHROMATOGRAPH - GC) | Maximum Operating Temperature (GC Oven) | upto 400 deg. C, upto 450 deg. C (2) Or higher |
| | Oven cool down time from Max operating temperature to 50 Deg c | 3.5 Or lower (minute) |
| | Number of Oven Ramps / Plateaus for Temperature programming | 6/7 or more, 9/10 or more, 20/21 or more |
| PNEUMATIC | Number of Injection Ports | 1, 2 |

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|---|---|--|
| | Maximum Injection Port heating Temperature | upto 400 deg. C (1), upto 450 deg. C (2) Or higher |
| | Pressure Range | upto100 psi (1), upto 120 psi (2) Or higher |
| | Pressure set point Resolution (±)(psi) | 0.001, 0.01, 0.1 Or lower |
| | Type of Sample Injection Port | Split, Splitless, split / Splitless, Purged packed Inlet |
| | Split Ratio | 6000:1, 7000:1, 7500:1 |
| AUTO INJECTOR / AUTO SAMPLER | Compatible Liquid Auto Sampler - inclusive in the scope of supply | Yes, No |
| | Capacity of the Liquid Auto Sampler (Number of Vials) | 0, 100, 150 Or higher |
| | Number of Injection Ports in the Liquid Auto Sampler | 0, 1, 2 |
| | Number of Channels in the Liquid Auto Sampler | 0, 2 |
| | Liquid Auto Sampler Features | Fully automated Liquid Auto Sampler, Injects with variable speed & varying syringe sizes, Operates through Software (Software inclusive in the scope of supply), NA |
| HEAD SPACE SAMPLER | Compatible Head Space Sampler- inclusive in the scope of supply | Yes, No |
| | Capacity of the Head Space Sampler Carousel (number of Vials) | 12 or better, NA |
| | Head Space Sampler Temperature Range | Upto 200 deg. C or better, NA |
| PYROLYZER SYSTEM | Compatible Pyrolyzer System for pyrolysis of solid and liquid samples- inclusive in the scope of supply | Yes, No |
| MASS SPECTROPHOTOMET | Ionization modes | Electron Ionization (EI), Chemical Ionization (CI), EI/PCI/NCI |
| ER (MS) SYSTEM | Detector Type | Electron Multiplier, Photo Multiplier, Triple-Axis, HED-EM |
| | Operating modes | Full Scan Mode, Selective Ion Monitoring (SIM) Mode, Both Full Scan & SIM Modes |
| PERFORMANCE OF THE MASS SPECTROPHOTOMET ER (MS) SYSTEM | Sensitivity (S/N Ratio) in full scan | 1500:1 with 1 pg/microliter OFN, 800:1 (EI) or better OFN, 700:1 (EI) or better OFN, 250:1 (EI) or better OFN, 300:1 (PCI) or better BZP, 2000:1 (NCI) or better OFN |

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|------------------------------|---|---|
| SALIENT FEATURES OF GC-MS | "Salient Featutes 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, El source is inert to active compounds and programmable, El Source have a dual filament design with automatic selection of other filament if one fails during analysis;, NA |
| LIBERARIES | Libraries for GC-MS NIST Library for MS - Licensed version - 2017 or lat 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 |
| DESKTOP WORKSTATION | Desktop workstation Suitable to GC-MS - inclusive in the scope of supply | Yes, No |
| | Graphics Card Memory Size | 0, 1, 2, 4 (gigabyte) |
| ONLINE UPS | UPS Provided in the Scope of Supply | Yes, No |
| | Rating of online UPS(KVA) | 5.0 KVA, 7.5 KVA, 10 KVA, NA |
| | Backup time of online UPS | 0, 60, 90, 120 (minute) |
| GENERIC | Built-in Display | Yes, No |
| | Connectivity interface | USB, WIFI, ETHERNET, Bluetooth, RS 232, RJ-45 |
| | Provision to split the sample from single injection to two different detectors and get results for two detectors simultaneously | Yes, No |
| | Back Flash - inclusive in the scope of supply | Post Column Back Flash, Mid Column Back Flash, NA |
| ACESSORIES | Gas Supply inclusive in the scope of supply | Nitrogen, Hydrogen, Argon, Helium, Zero Air, Methane, Isobutane, Not offered |

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|---|---|--|
| | Number of Cyliners of each type supplied - inclusive in the scope of supply | 0, 1, 2 |
| | Gas cylinders certified by PESO | Yes, NA |
| | Regulator - inclusive in the scope of supply | Dual Stage Regulator, NA |
| | "Other Accessories inclusive in the scope of supply (Select only those Accessories which are part of supply)" | Gas purification panel for all Gases with moisture trap, Hydrocarbon trap & Oxygen trap, Syringe for manual injection x 05 nos, Auto Sampler Vials x 1000 vials with screw cap, Graphite ferrules x 10 nos, Vessel ferrules x 10 nos, Septa for injector x 100 nos, Inlet liner for splitles x 4 nos, Inlet liner for split x 4 nos, O-rings x 10 nos. of each type, Column Cutter x 2 nos, Gas tube Cutter x 2 nos, Tool Kit x 1 no., User / Technical / Maintenance Manual, Standard Samples - NIST / IPL Traceable, Direct Injection Port, Splitter, Multishot Pyrolyser, Singleshot Pyrolyser, Syringe for Auto Sampler injection x 10 nos, El filaments x 5 nos, NA |
| ENVIRONMENTAL | Operating Humidity (RH) (%) at 40 degree C | Up to 95 (percent) |
| INSTALLATION & | Warranty on equipment | 1, 2, 3, 5 (year) |
| COMMISSIONING / WARRANTY / AVAILABILITY OF SPARES / TRAINING | 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 | |

| Annual Maintenance | |
|---|-----------|
| Annual Maintenance Charges Duration (Post Warranty) | 5 Year |
| Annual Maintenance Charges Frequenecy | Quarterly |

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

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

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

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

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

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

can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

4. Generic

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

5. Generic

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

6. Generic

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

7. Generic

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

8. Generic

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

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

9. Turnover

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

10. Service & Support

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

11. Service & Support

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

12. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 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

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-imberse the cost of such service / rectification to the Buyer.

15. Forms of EMD and PBG

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

Director General, ICMR payable at New Delhi

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

16. 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

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 Bid Specific ATC

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 t he 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 s ufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperat ures, 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 t he packages shall comply strictly with s uch 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 pr ovisions 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/ Li quidated Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or oth erwise. The firm is required to submit the following documents to ICMR Hgrs 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 P rocurement agency and the Supplier in connection with or arising out of the Contract, the parties shall mak e 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 gi ven in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced p rior to or after delivery of the Goods under the Contract. In the case of a dispute or difference arising betw een the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected wi th the contract, such dispute or difference shall be referred to the sole arbitrator appointed by Director Ge

neral 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 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 comme rcial 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 continu e to perform their respective obligations under the Contract unless they otherwise agree; and The Procure ment agency shall pay the Supplier any monies due to the Supplier.

10. Consignee details (Place of Delivery, Installation, Commissioning) – ICMR - National Institute for Re search 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 stores contracted for arrival in good condition at destination. The transit risk in this respect shall be cover ed 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 d ue to handing over of the site to the supplier by the consignee, such extensions of the insurance will still b e 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 f avour of Indian Council of Medical Research, covering all risks basis for the goods from supplier/ manufact urer 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 liquidit y 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 virt ue 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 co nfirmation to this effect at the time of bid submission and whose credentials are validated online through U dyam 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 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 offsho re 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 age nt/dealer.
- 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 shar es 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/specimens and for circulating mycobacteria cell wall fatty acids.

Specifications and Features:

GC-MS system should have following capabilities:

- 1. Must be able to support any combination of 2 injectors and 2 detectors and able to monitor through software simultaneously.
- 2. Should have advanced software to support automatic diagnosis, flow EPC/PPC/AFC/EFC and te mperature 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

Mode of ionization: Positive and Negative (or) dual mode
 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 |
| | 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: 10⁶ 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) f or Helium & Methane.
- 3. High pressure Stainless Steel cylinder for helium & methane filled with high purity 99.99% Helium gas & Methane gas. Cylinders capacity should be according to regulatory requirement s/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:

- 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 0.25µm 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 nee ded

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 qu alification (IQ), Operational qualification (OQ) and performance qualification (PQ) should be in cluded in the quote.
- 5. Suitable GCMS grade low bleed capillary columns for the analysis of fatty acids along with guard columns for each type.
 - 6. Pre-assembled sample vials 2ml, 5000 Nos
 - 7. Septa 500Nos
 - 8. Ferrules 200Nos
 - 9. Inert-glass liners -10 Nos
 - 10. Wash vials -10Nos
 - 11. Micro inserts 250µl, 5000Nos
 - 12. Spare vial caps -2000Nos
 - 13. Syringes 10µl for Auto sampler and (5/10µl) manual injector 5Nos each

Essential Items to be quoted separately.

- 1. Gas purification panels, gas pipes, ferrules, fittings, gauges etc.,
- 2. Cylinders with test certificate from manufacturer and no objection certificate from the 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) & tubercul ostearic acid methyl ester.

4. Suitable low-bleed Fused Silica/Wax-type fused silica Capillary column for FAME analysis & ba cterial cell wall fatty acids

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

 $30m \times 0.25mm$ 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 (9th Generation or above), 2TB Hard disk, 8GB RAM (or better) and original operating system (with original CDs), branded duplex laser printer and valid/original licensed anti- virus to operate GC MS equipment through control software.

Installation & Certification

- 1. The supplier should be responsible to fix up the instrument along with all the accessories and gas station (suitable filters & gas pipes) as required for installation.
- 2. All accessories required for installation such as required installation kits, starter kits, columns, reagents, standards, tubing, fittings, seals, cables, vent and vanes for exhaust, non-vibration t able, 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 appropriate standards.

- 5. Calibration of the equipment at the time of installation and annually during warranty/AMC per iod may be done by the supplier and the calibration standards should have traceability (Certifi ed 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 p ower 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 re quirements 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 a nd may offer his advice and render assistance to the Institute in the preparation of the site an d other pre-installation requirements

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

Disclaimer/अस्वीकरण

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

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