

Bid Corrigendum

GEM/2024/B/5611116-C3

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

Buyer Added Bid Specific Additional Terms and Conditions

1. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
3. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
4. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
5. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
6. **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. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
8.
 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. 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. 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. 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 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. 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. 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. Dedicated /toll Free Telephone No. for Service Support : BIDDERS/OEM must have Dedicated/toll Free Telephone No. for Service Support.
16. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
17. 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. 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 text based ATC clauses

Corrigendum (30.01.2025)

Existing Specifications	Revised Specifications
Injector: Different column introduction to mass spectrometer without breaking vacuum feature should be provided.	Injector: Different column change to mass spectrometer without breaking vacuum feature should be provided.
Auto sampler : (Liquid) Must be able to achieve combined multiple solvent rinsing with up to 4 different solvents.	Auto sampler : (Liquid) Must be able to achieve combined multiple solvent rinsing with up to 3 different solvents or more.
Headspace : Sampler (HSS) GC column selection from 50 to 550 μm or better.	Headspace : Sampler (HSS) GC column selection from 50 to 530 μm or better.
All temperature zones (oven, valve and loop, transfer line) have set point increments in 1°C with 0.1°C resolution for actual temperatures.	All temperature zones (oven, valve and loop, transfer line) have set point increments in 1°C with 0.1°C resolution/ precision for actual temperatures.
Flow set points must be adjusted by increments of 0.01 mL/min.	Flow set points must be adjusted by increments of 0.01 mL/min or Flow set point resolution: 0.1 mL/min
Measurement mode : Scan and SIM	Measurement mode : Scan, SIM & MRM
Sensitivity : 1 pg or better	IDL <10fg or better and S/N ratio of 5000:1 or better with 1μL of 1pg OFN. Sensitivity parameters must be proven via published literature and have to be demonstrated during the instrument installation.

<p>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.</p>	<p>NIST Mass spectral Library with NIST Chemical Structures database 2023 or latest version and Wiley library latest version available and backup Licensed CD compatible with operation software to be provided.</p>
<p>Metabolite database/ library should be provided with system.</p>	<p>Metabolite database/ library should be provided with system for both scan and MRM information</p>
<p>Spare & Consumables : 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</p>	<p>Ferrules: 50 nos. and Nuts : 20 Nos. (for each column end and other interfaces as applicable), 50 Nos. for GC with ECD, FID FID jet: 3 number</p>
<p>Accessories : Reference Standards : CRM and SRM reference materials should be provided.</p>	<p>Reference standards: USP Class I, II and III residual solvents for drugs for GC-MS/MS system.</p>
<p>Should provide calibration certificates from any accredited agency every year during warranty & CMC period. Calibration cost will have to be borne by the supplier.</p>	<p>Calibration will be performed by manufacturer's service team with calibrated tools with calibration certificates from any accredited agency every year during warranty & CMC period. Calibration cost will have to be borne by the supplier.</p>
<p>IQ/ PQ/ OQ : On site IQ, OQ, PQ of instrument along with document to be provided of instrument.</p>	<p>On site IQ, OQ, of instrument along with all of the instrument-related documents to be provided. PQ will be done at institute in the presence of supplier, and will be signed by both.</p>

<p>Training: The supplier will have to carry out successful installation at the laboratory and provide onsite comprehensive training to operate the system till customer satisfaction.</p>	<p>The supplier will have to carry out successful installation at the laboratory and provide onsite comprehensive training to operate the system and interpret the results for at least 15 days. Local technical support should be available and should respond to calls/technical support within 24 hrs. on all working days.</p>
<p>Auto sampler (Liquid): Auto injector with minimum 15 vials capacity or better.</p>	<p>Auto sampler (Liquid): Auto injector with minimum 8 vials capacity or better.</p>
<p>Mass Spectrometer: Ion Source: Electron Ionization (EI), Positive Chemical Ionization (PCI) and Negative Chemical Ionization (NCI)</p>	<p>Ion Source: Electron Ionization (EI), Positive Chemical Ionization (PCI) and Negative Chemical Ionization (NCI).</p> <p>IDL <10fg or better and S/N ratio of 5000:1 or better with 1µL of 1pg OFN. Sensitivity parameters must be proven via published literature and have to be demonstrated during the instrument installation.</p>
<p>Flame Ionization Detector (FID): Minimum detectable amount: 1.5pg C/sec or better</p>	<p>Flame Ionization Detector (FID): Minimum detectable amount: 1.2 pg C/sec or better</p>

<p>Columns for GC Applications:</p> <ul style="list-style-type: none"> 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.) 	<p>Column (30m x 0.250 mm x 0.25µm (02 no.)), DB-5 or equivalent stationary phase</p> <p>Column for Fatty Acid Profiling with main concern of Trans Fatty Acid Application (30m x 0.250mm x 0.25µm (02 No.))</p> <p>Column for Cholesterol Application (30m x 0.250mm x 0.25µm (02 No.))</p>
<p>GC Interface: Direct connection with capillary column, temperature range 50°C to 350°C to be provided.</p>	<p>GC interface: Direct connection with capillary column, the lower temperature should be ≥ 50°C and the upper temperature should be ≤ 350°C.</p>
<p>Filament : Dual, automatic switching</p>	<p>Dual for EI, automatic switching</p>
<p>Mass analyzer Metal quadrupole with pre filter</p>	<p>Mass analyzer Metal/gold plated with pre filter/heating</p>
<p>Mass Stability : ± 0.1 u/48 hours</p>	<p>± 0.1 u/24 hours or better</p>
<p>Flame Ionization Detector (FID) : Operating temperature limits: 450°C with standard ceramic/quartz flame jet or better.</p>	<p>Operating temperature limits: 450°C with standard ceramic/quartz/metallic flame jet or better.</p>
<p>Warranty Terms : Preventive maintenance should be done by the vendor in every 6 months.</p>	<p>Preventive maintenance should be done with PM kit and all the other required reagents/ chemicals by the vendor in every 6 months during warranty & CMC period . Calibration cost will have to be borne by the supplier.</p>

Disclaimer

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

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

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

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)