



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/4113663 Dated/दिनांक : 19-10-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-11-2023 19:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-11-2023 19:30:00	
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	
ltem Category/मद केटेगरी	Gas Chromatography - Triple Quadrupole Mass Spectrometry (GC - MS - MS) (Q3)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	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	
Past Performance/विगत प्रदर्शन	50 %	

Bid Details/बिड विवरण		
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No	
Annual Maintenance Charges Required	Yes	
Type of Bid/बिड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	No	
Estimated Bid Value/अनुमानित बिड मूल्य	1200000	
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 (%)	10.00
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)

# Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

# MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता No

# **Details of the Competent Authority for MII**

Name of Competent Authority	Finance Secretary	
Designation of Competent Authority	Finance Secretary	
Office / Department / Division of Competent Authority	Department of Expenditure, Ministry of Finance	
CA Approval Number	F.4/1/2023-PPD	
Competent Authority Approval Date	03-04-2023	
Brief Description of the Approval Granted by Competent Authority	On the request of MoH&FW, equipment has been exempted (S No. 222)	

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 / Public Listed Company 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 to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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

<u>OM\_No.1 4 2021 PPD\_dated 18.05.2023</u> 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. 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 / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

# Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue	
	Meeting will be conduct through hybrid mode. Interested bidders may join the meeting through the following link:	
31-10-2023 11:00:00	https://echo.zoom.us/j/88162197018	
	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 30.10.2023, 11:00 AM.	

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

# Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GAS CHROMATOGRAPH (GC) CONFIGURATION	GC Detectors inclusive in the scope of supply	Flame Ionization Detector (FID), Thermal Conductivity Detector (TCD or Hot Wire Detector), Electron Capture Detector (ECD), Nitrogen-Phosphorus Detector (NPD) / Flame Thermionic Detector (FTD), Flame Photometric Detector (FPD), Photo Ionization Detector (PID), Pulsed Flame Photometric Detector (PFPD)
	"Number of FID in the System - inclusive in the scope of Supply	0, 1, 2
	"Number of TCD in the System - inclusive in the scope of Supply	0, 1, 2
	"Number of ECD in the System - inclusive in the scope of Supply	0, 1, 2
	"Number of NPD/FTD in the System - inclusive in the scope of Supply	0, 1, 2
	"Number of FPD in the System - inclusive in the scope of Supply	0, 1, 2

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड 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, NA
	"GC Capillary Column Length	0, 30, 60, 100 <b>(meter)</b>
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/ for FID < 400 pg/ml for TCD, < = 1 microgram/ml for TCD, < = 10 microgram/ml for TCD, < 4.5 fg /sec for ECD, < 5.5 fg /sec for ECD, < 0.1pg N /sec for NPD/FTD, < 0.03 pg P /sec for NPD/FTD, < 100 fg P /sec for FPD, <2.5 pg S /sec for FPD, <5 pg S /sec for FPD, < 45 fg P /sec for FPD
COLUMN OVEN (GAS CHROMATOGRAPH -	Maximum Operating Temperature (GC Oven)	upto 400 deg. C, upto 450 deg. C Or higher
GC)	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
CONTROL	Maximum Injection Port heating Temperature	upto 400 deg. C, upto 450 deg. C Or higher
	Pressure Range	upto100 psi, upto 140 psi Or higher
	Pressure set point Resolution (±)(psi)	0.001, 0.01, 0.1 Or lower
	Type of Sample Injection Port	Split, Splitless, split / Splitless, Programmable Temperature Vaporizer (PTV)
	Split Ratio	6000:1, 7000:1, 7500:1, NA
AUTO INJECTOR / AUTO SAMPLER	Compatible Liquid Auto Sampler - inclusive in the scope of supply	Yes, No
	Capacity of the Liquid Auto	0, 8, 100, 150 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	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 (Select applicable features Only)"	Fully automated Liquid Auto Sampler, Injects with variable speed & varying syringe sizes, Operates through Software (Software inclusive in the scope of supply), NA
HEAD SPACE SAMPLER	Compatible Head Space Sampler- inclusive in the scope of supply	Yes, No
	Capacity of the Head Space Sampler Carousel (number of Vials)	12 or better, NA
	Head Space Sampler Temperature Range	Upto 200 deg. C or better, NA
PYROLYZER SYSTEM	Compatible Pyrolyzer System for pyrolysis of solid and liquid samples- inclusive in the scope of supply	Yes, No
MASS	Ionization modes	Electron Ionization (EI), EI/PCI/NCI
SPECTROPHOTOMET ER (MS-MS) SYSTEM	Detector Type	Electron Multiplier, Triple-Axis, HED-EM
	Operating modes	Full Scan Mode, Selective Ion Monitoring (SIM) Mode, Both Full Scan & SIM Modes, Selective /Multiple Reaction Monitoring (SRM/MRM)
PERFORMANCE OF THE MASS	Sensitivity (S/N Ratio) in full scan	300:1, 1500:1 Or higher
SPECTROPHOTOMET ER (MS-MS) SYSTEM	Sensitivity (S/N Ratio) in SRM/MRM	6000:1, 15000:1, 30000:1 Or higher
GENERIC	Power Supply	230 V ± 10%, 415 V ± 10%
	Built-in Display	Yes, No
	Provision to split the sample from single injection to two different detectors and get results for two detectors simultaneously	Yes, No
		Pre Column Back Flush, Post Column Back Flash, Mid

SALIENT FEATURES OF GC-MS-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, Off-axis detection system for better removal of neutrals, Electron Impact ion source with dual filaments temperature up to 350 °C, Emission current should be able to set up to 300 $\mu$ A or better, MRM/SRM Transitions should be 800 transitions/sec, Buyer specific columns - DB-fame /equivalent column 60 m x 0.25 mm id x 0.25 micron- 2 nos , DB-1 /equivalent column 60 m x 0.25 mm id x 0.25 micron- 1 nos, Instrument detection limit sensitivity of < 2 fg during installation using 5 fg of OFN with 1 ul injection with Auto sampler
LIBERARIES	Libraries for GC-MS	NIST Library for MS - Licensed version - 2017 or latest MRM data base Library, Library for Pesticides, Library for Environmental, Library for Forensic, Wiley Library, NA
SOFTWARE	"Software Features (Select Applicable Features only)"	Compatible with Windows 7 or higher version operating system, Seamless integration & control of all the GC parameters, Interface with Multiple GCs through the comprehensive real-time monitoring and diagnostic software, Real time notification via advisories and indicators, Counters, Chromatographic attributes, Instrument diagnostics, Access to maintenance information, Access to maintenance, ru and event logs, Retention Time - Locking module for analyzing target compounds in complex matrices
ACCESSORIES	Gas Supply inclusive in the scope of supply	Nitrogen, Hydrogen, Argon, Helium, Zero Air, Not offered
	Number of Cyliners of each type supplied - inclusive in the scope of supply	0, 1, 2
	Gas cylinders certified by PESO	Yes, NA for Gas Cylinder not offered
	Regulator - inclusive in the scope of supply	Dual Stage Regulator, NA

Specification	Specification Name/विशिष्टि का	Bid Requirement/बिड के लिए आवश्यक (Allowed
•	नाम	Values)/अनुमत मूल्य
	"Other Accessories inclusive in the scope of supply (Select only those Accessories which are part of supply)"	Gas purification panel for all Gases with moisture trap, Hydrocarbon trap & Oxygen trap, Syringe for manual injection x 05 nos, Auto Sampler Vials x 1000 vials with screw cap, Graphite ferrules x 10 nos, Vessel ferrules x 10 nos, Septa for injector x 100 nos, Inlet liner for 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
DESKTOP WORKSTATION	Desktop workstation Suitable to GC-MS - inclusive in the scope of supply	Yes, No
	Graphics Card Memory Size	0, 1, 2, 4 <b>(gigabyte)</b>
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 <b>(minute)</b>
INSTALLATION &	Warranty on equipment	1, 2, 3, 5 <b>(year)</b>
COMMISSIONING / WARRANTY / AVAILABILITY OF SPARES / TRAINING	Number of days onsite training provided	3, 5, 7, 10 <b>(day)</b>
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 M	aintenance				
Annual Ma Warranty)	Annual Maintenance Charges Duration (Post Warranty)		5 Year		
Annual Ma	Annual Maintenance Charges Frequenecy		Quarterly		
specfication Additional					displayed under the catalog <b>Dole Mass Spectrometry</b>
Specifi	cation Parameter Name		Bid Require	ment (Allowed	Values)
	e to the specification l in the Buyer Added c ATC	Only those specification mentioned in para 17 of the Buyer Added Bid Specific ATC will be considered for evaluation			
* Bidders of					
	s/Reporting Officer/प Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी		वेकारी and/ तथा Qu ess/पता	uantity/मात्र Quantity/मात्र	Delivery Days/डिलीवरी के दिन
Consignee S.No./痺.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग		ess/पता Tarnaka Metro		

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

**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

# 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. 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).

## 11. 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.

### 12. 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.

### 13. 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.

#### 14. Forms of EMD and PBG

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

Director General, ICMR payable at Delhi

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

# 15. 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.

#### 16. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Tender Inviting Authority: This tender enquiry for procurement of 01 No. of High Resolution GCMS/ MS is being inv

ited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at ICMR-NIN, Hyderabad.

2. Bidders needs to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the pe riod of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance sec urity 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 contrac ts 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 th at 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 confir m their conformity to the Contract specifications. Further, The Supplier may have an independent quality test condu cted and the cost of such tests will be borne by the Supplier. b. Inspection of goods shall be carried out by represent ative 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 deteri oration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withst and, 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 t he packages shall comply strictly with such speci al 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 pay ment 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 th e 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 Procureme nt agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to r esolve 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 commenc e arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may b e 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 acc ordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delive ry 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 differe nce 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 Ch apter IIIA.

(e) Settlement of Disputes: Notwithstanding any reference to arbitration herein, a. the parties shall continue to perfo rm their respective obligations under the Contract unless they otherwise agree; and The Procurement agency shall p ay the Supplier any monies due to the Supplier.

10. Consignee details (Place of Delivery, Installation, Commissioning) – ICMR-NIN, Hyderabad.

11. Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against los s 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 contract ed for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by get ting 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 g ot extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of t he goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the sit e to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insura nce 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 I ndian Council of Medical Research, covering all risks basis for the goods from supplier/ manufacturer warehouse to consignee warehouse.

12. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) inco rporated 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 individ ually 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 maxim um 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 applicabl e 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 confirmatio n to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.

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

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

#### 17. Bidder needs to mandatory comply the following specification:

**Proposed applications**: Quantification of pesticides, fatty acids, phytosterols, essential oils and flavours in differen t food matrices.

GC-MS system should have following capabilities:

1. Must be able to support any combination of 2 injectors and 3 detectors and able to monitor through software sim ultaneously.

2. Should have advanced software to support automatic diagnosis, flow EPC and temperature 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 keyboard/user interface which controls all instrument functions including injector/detector temperat ure, carrier and detector gases pressures/flows and oven temperatures and detector signals.

#### Split/Split less Injector

1. Must be suitable for all capillary columns from 50 to  $530 \mu m$  diameter.

2. Split ratio range: 7500:1 or better.

3. Operating temperature (Inlet): 400°C or better.

4. Set flow range: 0-500ml/min for  $N_2$ ; 0-1250 ml/min for  $H_2/He$ 

5. Pressure/programmable ramps should be at least 3 or more.

#### Column Oven:

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

2. Oven should support at least 15 or more ramps/holds.

3. Achievable oven ramp temperature should be 120°C or better.

4. Oven Temperature set point resolution should be at least 1ºC.

5. Oven cool down (at 22°C ambient) from 450 to 50°C in 5.0 mins or less.

6. Auto Retention Time locking facility. if RT calibration standard is required quote it for 5 years 50 nos X 2ml Ampou les

7. System should have 2 way splitter to have single injection to two detector (ECD and MSD simultaneously)

#### **Mass Detector**

#### Ion Source

Ionization Source	: El and Cl
Mode of ionization	: Positive and Negative (or) dual mode
Ionization voltage	: upto 150 eV and must be user defined

Transfer line Temperature : Programmable up to 400°C or more

Mass analyzer:

Mass analyzer	:	Triple quadrupole analyzer
Mass range	:	10 to 1000 amu (or) better
Mass resolution	:	unit mass resolution over entire mass range (or) better
Operation	:	Full scan, SIM, MRM or SRM, Precursor ion scan, Product ion scan, neutral los s scan
Scan rate	:	20000 amu/sec (or) better

Spectral Library	:	NIST and Wiley should be traceable an d certified.
Mass stability	:	± 0.1 Da /24 hours
Sensitivity	:	1ppb or less Refer below

#### Detector

1. It should utilize photomultiplier/ electron multiplier and good positive and negative ion sensitivity.

2. Dynamic range should be  $10^6$  or better.

3. It should have both manual and auto tuning facility in all ionisation modes.

4. System should have preconfigured method for pesticide residue analysis for minimum 1000 food contaminates wi th 5 average MRM transition for each compound.

#### Vacuum system

1. Powerful turbo molecular pump working under a mechanical vane pump.

2. It should have the ability to perform automated leak check using a metered amount of air.

#### **Detector Performance specifications**

Mode	Test	Specification
El (with Helium)	1 μl of 100 fg/ μl Octafluoronaphthalene El-MRM; m/z 272→222	≥30000:1 or better
PCI (with Helium)	1 μl of 1 pg/μl benzophenone m/z 183 → 105	≥300:1 or better
NCI (with Helium)	1 μl of 100 fg/μl Octafluoronaphthalene f or m/z 272	≥600:1 or better

#### Auto sampler

1. Auto-sampler should have automatic installation and alignment over injector and sample vials.

2. Auto-sampler should have at least 150 positions of 2ml vial capacity.

3. Auto-sampler should have at least 4 wash vial positions. Auto sampler should have liquid and SPME injection mod es with fiber conditioning model.

4. Auto-sampler should support 10µl standard syringe and 5µl syringe for optional micro volume sampling.

5. Auto-sampler should have software control of viscosity delay, sample withdrawal speed, injection speed and dwell time.

#### SPECIFICATIONS FOR CONTROL SOFTWARE AND SYSTEM

#### 1. Control software:

The software should be able to provide single platform for controlling gas chromatography and mass spectrometer a nd auto sampler simultaneously as well as independent of each other.

# 2. Computer and accessories: (2Nos.) - Data analysis (1No.) and Instrument control and data acquisitio n (1No.)

Branded latest Pentium PC and 19" LCD monitor with suitable powerful processor, 500 GB Hard disk, 4GB RAM and o riginal operating system (with original CDs), duplex laser printer and licensed anti-virus to operate GCMS equipment through control software.

#### 3. Installation:

All accessories required for installation such as required installation kits, starter kits, columns, reagents, standards, t ubing, fittings, seals, cables, vent and vanes for exhaust, non-vibration table, etc. should be included in the quote. T he bidder should provide the pre-requisites required for the installation and safe operation of the equipment.

#### 4. Essential items:

1. GC start up kit, International brand gas generators  $H_2$ ,  $N_2$  and Air), suitable gas cylinders and regulators for He a

nd methane. The supplier should be responsible to fix up all the accessories and gas station (suitable filters & gas pi pes) required for installation.

2. Calibration standards (for EI and CI) and validation standards such as Octafluoronaphthalene, benzophenone, dod ecane and tridecane etc., should be included in the quote. Instrument qualification (IQ), Operational qualification (O Q) and performance qualification (PQ) should be included in the quote.

3. Suitable GCMS grade low bleed capillary columns for the analysis of fatty acids, phytosterols, essential oils and fla vours should be provided two numbers each. Guard columns for each type of column should also be provided.

#### 5. List of GCMS columns:

Bonded and highly crosslinked silphenylene polymer capillary MS column (30m X 0.25mm X 0.2 $\mu$ m), (5%-Phenyl)-me thylpolysiloxane capillary MS column (30m X 0.25mm X 0.25 $\mu$ m), highly polar non-bonded; poly(biscyanopropyl silox ane) column was specifically designed for detailed separation of geometricpositional (cis/trans) isomers of fatty acid methyl esters (FAMEs). (75m X 0.18mm X 0.14 $\mu$ m); DB-XLB or equivalent (30m X 0.25mm X0.25  $\mu$ m) (2 columns eac h should be provided).

#### 6. Essential Items to be quoted separately.

1. Gas purification panels, gas pipes, ferrules, fittings, gauges etc., Cylinders with test certificate from manufacturer and no objection certificate from the explosive department, Nagpur.

2. Essential spares:

Spares for GCMS operation including septa (200Nos.), ferrules (both inlet and interface, 50Nos each), Inert glass line rs (10 Nos.), pre assembled sample vials (2ml,2000 Nos.) and wash vials (10Nos.), micro inserts (250µl, 5000Nos.), s pare vial caps (5000Nos.) and Syringes 10µl for Auto sampler (6Nos.), GC inlet nuts (10 Nos, GC/MS interface nuts (10 Nos.), El filaments (10 Nos.), Cl filaments (6 Nos.), vacuum pump oil (10 Lit), to be quoted separately.

#### 7. GC-MS Analytical Standards

The following GCMS grade analytical standards should be quoted separately:

1. FAMEs (FAMEs 37 Mixture), Common OC and OP standards to be provided.

2. Phytosterols standards (5-alpha cholestane, cholesterol, dihydrocholesterol, desmosterol, campesterol, lathosterol, lanosterol, stigmasterol, delta 7-avenasterol, delta 5- avenasterol, delta 7 stigmaterol, ergosterol, dihydrobrassicas terol, b-sitosterol, tigmastanol, campestanol and b-sitostanol ) lavours (benzaldehyde, decane, decanal, (E)-2-decena l, guaiacol, heptanal, heptanes, 2-heptanone, nonane, nonanol, octane,pentadecane, 1-pentanol, tridecane, tetradec ane, undecane, (E,E) 2,4 decadienal, hexanal, (E)-2-hexenal, 2-nonanone, (E)-2-Octenal, 1-Octen-3-ol, p-methan-3-o ne, naphthalene, octanal,, p-xylene, dodecane, (E,E) 2,4 nonadienal, (E)-2-nonenal and 2-pentylfuran, 3-Octen-2-one , 2,4,6 Trimethylpyridine, (E)-2-heptenal, 1-hexanol, nonanal, (E)-2-nonenal, (E,E) 2,4-decadienal(with (E,Z)-2,4-deca dienal as an isomer in it), gamma-nonalactone, 2-pentadecanone, 2-methoxy-4-vinylphenol and 4-vinylphenol.

**8. Electrical specification:** All modules of GC/MS, vacuum pump, gas generators should work at power ratings of 2 20 Volts and 50 Hz frequency.

#### Micro Electron Capture Detector (µ-ECD)

#### Features:

- 1. High Sensitivity and Selectivity
- 2. Higher operating Temperature for stability
- 3. PPC pneumatics-software flow control of makeup gas
- 4. Should be sensitive for electrophilic Compounds

#### Specifications:

1. Source: 63Ni

2. Minimum detectability level: < 5.5 fg/ml (Detection level should be in fg/ml)

3. Operating Temperature: 100°C to 450°C in 1 °C increments

4. Linear dynamic range:  $>5 \times 10^4$ 

5. B emission  $< 15 \text{ mCi}^{63}$ Ni

6. Sensitivity: 1ppb or less

Note: If any necessary item required should be quoted to complete the system.

# 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 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.
- 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 10% 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 के बिडर से खरीद पर प्रतिबंध के संबंध 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---