

## Bid Corrigendum

GEM/2024/B/5584641-C6

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. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 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 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. 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, IARI 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.
3. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C  
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date
4. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
5. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
6. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
7. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

8. **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
9. 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 %.
10. 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.

11. 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.
12. Buyer Added text based ATC clauses

Actual Delivery, Installation and commissioning is to be done at following addresses:-

1 set at-Project Coordinating Cell, AINP on Pesticide Residue, Room No. 203, 2nd Floor, B-2 Block, LBS Building, ICAR-Indian Agricultural Research Institute, Pusa Campus, New Delhi-110012

1 set at- Regional Plant Quarantine Station centre under MPRNL project.

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13. Buyer uploaded ATC document [Click here to view the file.](#)

## 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](#)

## Corrigendum

**The reply submitted by the buyer in response to the representations raised by the bidders on 10.11.2024 may be considered as null and void.**

During the pre-bid meeting, held on 18.11.2024, the committee deliberated on the requests of the representatives and decided that the technical specifications are generic in nature and hence no change is required in the technical specifications.

As referred in the GEM tender Bid No. GEM/2024/B/5584641 dated 7.11.2024, the LC-MS/MS specifications are as follows:

S. No.	MS/MS Specifications	
1.	MS/MS System	Triple Quadrupole based system with dedicated ESI and APCI ionization source as standard part of the system capable of carrying out MS and MS/MS experiment. <b>Mass Range:</b> 5 to 1250 amu or better
2.	Polarity switching	Switch from positive to negative polarity should be 15 milli second or less
3.	Mass Stability	≤ 0.1 Da over a period of 24 hours
4.	Scan Speed	12000 amu/sec or more
5.	Sensitivity	The MRM Electron Spray ionization (ESI) sensitivity in positive mode should be S/N ratio of ≥15,00,000:1 on column injection for 1 pg of reserpine OR Instrument Detection Limit (IDL) should be less than 2.5 fg for ≤ 5 fg reserpine on column  The MRM Electron Spray ionization (ESI) sensitivity in negative mode should be S/N ratio of ≥15,00,000:1 on column injection for 1 pg of chloramphenicol OR Instrument Detection Limit (IDL) should be less than 2.5 fg for ≤ 5 fg chloramphenicol on column  <b>Official technical specification sheet of the OEM should be attached as a proof of sensitivity</b>
6.	Scan Modes	Full scan Product ion scan Precursor ion scan Neutral loss scan Multiple Reaction Monitoring (MRM)/ Selected Reaction Monitoring (SRM) or equivalent
<b>UPLC Specifications</b>		
7.	Solvent Delivery System	<b>Quaternary Pump</b> Degasser <b>Flow Range:</b> 0.001 – 2.0 ml/min or better <b>Operating Pressure:</b> minimum 15000 Psi at 1 ml/min
8.	Autosampler	<b>Sample Capacity:</b> Minimum 80 vials of 1.5 ml or 2 ml or better

		<b>Temperature Control Range:</b> 4 – 40 °C <b>Standard Injection Range:</b> 1 – 50 µl or better <b>Carry over:</b> <0.005 %
9.	Column Heater	Ambient plus 5 °C to 75 °C or better
10.	Database	Quote database for minimum 1000 contaminants including pesticide, antibiotics, mycotoxins etc. pertaining to their Molecular formula, mono isotopic mass, parent ion, collision energy, product ion, Rt, Sensitivity, ion ratio etc. Original company licensed latest software having capabilities to perform the following functions. A. Automated calibration and quantitative optimization. B. Perform alternating Positive/Negative scans in one run. C. Automated quantitation and reporting of acquired samples. During the warranty period, the supplier shall provide the original version of any updates to the system software / new software launched at no extra cost.
11.	Computer	Branded PC with i7 processor, 32 LED Screen, 1 TB HDD, 16 GB RAM etc.) and colour laser jet printer.
12.	Gas Generator/ Gas Cylinder	A suitable extremely low noise and vibration free imported gas N2 generator with built in air compressor One-time supply of filled cylinder of any other required gas, with regulator required for functioning of Mass Spectrometer
13.	UPS & Compressor	Suitable On-Line 10 KVA UPS (Numeric/APC or equivalent), with suitable batteries for atleast 2 hr back up with full load
14.	Accessories	UPLC C-18 columns: 10cm × 2.1mm, sub 2 microns (2 no.) 10cm × 4.6mm, 3-3.5 microns (2 no.) along with guard cartridge and guard column (2 each for both columns)
15.	Warranty	The warranty period shall be 60 months from the date of completion of supply, installation and completion of all incidental services OR 62 months from the date of delivery in case the installation & all incidental services cannot be completed within 02 months from the date of delivery on account of the Consignee. Warranty should include all spares parts, electronic parts & boards, hardware consumables like PM kits, generator.  Accessories listed in the technical specifications will be initially provided by the suppliers along with the equipment. Thereafter, it will be the responsibility of the consignee to provide the same as and when required. Other conditions of warranty clause remain the same.  Performance Bank Guarantee (PBG) of 3%- 62 months from the date of installation
16.	Qualification Tests	The company should perform IQ, PQ and OQ tests with documentation at the time of installation
17.	Calibration	The company should bring the calibration kit and perform the annual calibration of the equipment during the warranty period.

18.	Schedule of requirement para iv(f) On-site training	At least 2 days onsite training of the analysts after every 6 months during the warranty period
19.	Eligibility Criteria	Vendor should have supplied minimum 10 Installation of quoted model in India. Installation reports to be submitted and 5 satisfactory performance certificates from the customer should be provided for the quoted model.
20.	Payment clause	100% payment after successful installation & demonstration.