

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-05-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-05-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare
विभाग का नाम/Department Name	Department Of Health Research
संगठन का नाम/Organisation Name	Indian Council Of Medical Research (icmr)
कार्यालय का नाम/Office Name	Icmr-rmrims Patna
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	SPECTROPHOTOMETER (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	4 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	10 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *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

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

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

लाभार्थी /Beneficiary :

Director

Icmr-rmrims Patna, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare
(Director)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Dr. Krishna Pandey
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Director
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	ICMR-RMRIMS
सीए अनुमोदन संख्या/CA Approval Number	Note # 27
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	19-12-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	CA has permitted for MII Exemption for purchase of Ultra Violet Double Beam UV Spectrophotometer as per Official record.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. 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.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {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 and delivery acceptance certificates like CRAC 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.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product 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 OEM 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. 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.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% 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.

SPECTROPHOTOMETER (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
LIGHT SOURCE	Light Source	Xenon Flash
	Diffraction Grating (lines/mm)	600, 800, 1000, 1200, 1400, 1600, 1800
	Switching of Light Source	Automatic, Manual, NA
	Wavelength Setting And Scanning	Automatic, Manual
TYPE	Type of Spectrophotometer	UV-Visible spectrophotometer, double beam/split beam
	Type of Optical System	Double Beam

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Monochromator Type	Czerny-turner
	Detector Type	Photo Multiplier Tube (PMT), Photodiode, CMOS, Diode array, Silicon, Silicon & Lead Sulfide, Indium Gallium Arsenide (InGaAs)
	Spectral Bandwidth Type	Variable Bandwidth
OPTICAL PERFORMANCE	Source Wavelength - Minimum	175, 180, 185, 190, 195, 200, 320, 340, 400, 570, 850, 950, 460 (nanometer)
	Source Wavelength - Maximum	320, 340, 760, 780, 900, 960, 1000, 1100, 1500, 2000, 2500, 2700, 3000, 3200, 3300, 1650, 644 Or higher (nanometer)
	Resolution	0.2, 0.01 (nanometer)
	Wavelength Accuracy (+/-)	0.1, 0.3, 0.5, 0.8, 1, 1.5, 2, 2.5, 0.05 (nanometer)
	Bandwidth (nm)	0.1, 0.2, 0.5, 1, 1.5, 1.8, 2.0, 4.0, 5.0, 0.1 to 5.0, 7, 8.5
	Focal length (mm)	0 to 49, 50 to 99, 100 to 149, 150 to 199, 200 to 249, 250 to 299, 300 and above
	Photometric measurement modes	Transmittance, Absorbance, Concentration (Wavelength, time), Reflectance, Energy, Polarisation
	Photometric Absorbance (Max) (Abs) (+/-)	0.2 - 8
	Photometric Absorbance Accuracy (Max) (+/-)	0.001 - 0.5
	Photometric Transmittance (Max) (+/-)	0 - 100 (percent)
	Photometric Transmittance Accuracy (Max) (+/-)	0 - 0.5 (percent)
	Photometric Reflectance (Max) (+/-)	0 - 100 (percent)
GENERIC	Display	In-built display, Through PC
	Display type	LCD with Backlight, LED, LCD touchscreen, TFT, NA
	Display Size	0 - 30 (inch)
	Test result printing	Through inbuilt Printer, Through external printer
	If inbuilt printer, Type of printer	Thermal printer, Dot matrix, Laser b/w, Inkjet b/w, Color laser, Color inkjet, N/A
	Internal storage(GB)	0 - 80
	Mximum Path Length of sample	0 - 120 (millimeter)
	Number of Cuvettes supplied-inclusive in the scope of supply	10, 25, 50, 100, 200, 300, 400, 500, 2, 4, 6, 8, 0

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Spares and Consumables inclusive in the scope of supply	Yes, No
OPERATING CONDITIONS	Minimum Operating Temperature	-5, -10, 0, 5, 10 (degree Celsius)
	Maximum Operating Temperature	35, 40, 45, 50, 55, 60 (degree Celsius)
	Operating Humidity (RH) (%) at 40 degree C	80, 85, 90, 95 (percent)
WARRANTY	Onsite Warranty	1, 2, 3, 4, 5 (year)
	Availability of Spares (at extra cost)	2, 3, 4, 5, 6, 7, 8, 10 (year)
Certification	Availability of UL/CE Certification 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

Additional Specification Parameters - SPECTROPHOTOMETER (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Wavelength Accuracy, Photometric absorbance accracy	Not more than 0.3 nm, 0.002nm
Band with and Focal length, Min. Operating Temp. and humidity	2.0nm, 100-149mm, 10 degree celcius, 80%
Min. wavelength and warranty	190nm, 5yrs.
Photometric measurements mode	Transmittance, Absorbance, Concentration (wavelength and Time), Reflectance

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Abhishek Kumar	800007,Rajendra Memorial Research Institute of Medical Sciences, Agamkuan	1	15

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.
4. **Buyer Added Bid Specific ATC**

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

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Specification for UV Visible spectrophotometer
Essential Requirements:**

Wavelength rang 185 nm to 3300 nm

e

Mode of operation Transmittance, Absorption, Reflectance (Diffused/Spectral)

Nature of samples Liquids, Solids and Thin Films including Multi-Layers

Spectral bandwidth With multiple steps of 8 or more in both UV-Vis and NIR regions.

Resolution 0.1 nm (or) better

Wavelength sampling pitch 0.01 to 5 nm (or) better

Wavelength accuracy ± 0.2 nm (or) better (UV-Visible regions)

± 0.8 nm (or) better (NIR region)

Wavelength repeatability ± 0.08 nm (or) better (UV-Visible regions)

at accuracy ± 0.32 nm (or) better (NIR region)

Stray Light At 220 nm, NaI $\leq 0.00008\%$

At 340 nm, NaNO₂ $\leq 0.00005\%$

At 1,420 nm, H₂O $\leq 0.0005\%$

At 2,365 nm, CHCl₃ $\leq 0.005\%$

Photometric syst	Dual beam
em	
Photometric rang-	6 to 6 Abs (or) wider range
e	
Photometric Acc	NIST 930D filter
uracy	± 0.003 Abs (or) better
Photometric Rep	With 1 second integration time, taking standard deviation over minimum of 5 measurements
roducibility	± 0.0008 Abs (or) better (0 to 0.5 Abs) 0.0016 Abs (or) better (0.5 to 1 Abs)
Photometric Nois	With 1 second response time, 2 nm slit
e RMS	500 nm 0.00005 Abs max. (or) better 900 nm 0.00008 Abs max. (or) better 1500 nm 0.00003 Abs max. (or) better
Baseline/photom	after warm up at 500 nm, 1 second integration, 2 nm
etric stability	slit ≤ 0.0002 Abs/h
Light Sources	Appropriate light sources with automatic adjusting of light - source position
Detectors	Suitable Detectors which gives more or less flat transmission curve with minimum noise throughout the UV-Vis-NIR region.
Attachments	Diffuse Reflectance Accessory; Absolute Reflectance accessory; Sample transport Accessory; Temperature controller
Software	Required and compatible software for the instrument
Computer syste	operation, measurement and analysis.
m	Necessary Computer system (computer specification of i7 processor, 16 GB RAM, 1 TB HDD/SSD, 21 inch FHD monitor and supporting OS with MS office) suitable for total instrument control, Data acquisition, Analysis and report generation.
UPS	UPS and battery bank for 3hrs back-up
Warranty	Minimum 5 yrs on complete instrument.

Optional Requirements

Purging Gas Cuvettes

Purging for optics and sample compartment

Additional set of cuvettes along with the spectrophotometer (at least 4 pairs).1. 2. 3. 4. 5. 6. 7. 8. **Terms & Conditions**

Unconditional warranty / Guarantee for 5 years to be declared by OEM (Original Equipment Manufacturer)/bidder from the date of installation. The Warranty / Guarantee must cover all parts of the equipment including rubber items, batteries except consumables only. Datasheet of the product being quoted needs to be attached with technical bid document.

If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials arise at any time from the date of Installation, the same shall promptly as possible make such alteration, repairs and replacement as soon as notified thereof, the seller shall at his own expenses and as promptly as may be necessary to permit the materials functional in accordance with the specification and to fulfill the foregoing guarantee / warranty.

An undertaking from the bidder/OEM that the equipment is of the latest art of technology and till date no revised or amended version has been launched and the spare parts will remain available for at least next 10 years

Details of after sale service support should be provided which will include the followings:

- (a) Corresponding address of service centre
- (b) Telephone No. (Office)
- (c) Name of Authorized Service Engineers along with mobile number & e-mail address

List of installations for the offered equipment/items only, instead of allied/other range of equipment in India along with latest performance report duly signed and stamped by the user(s) may be provided with the bid documents.

The bidder shall specify after sales services facilities within the Guarantee/Warranty and CMC period. Software up gradation, if needed, will be provided free of cost during warranty & CMC.

The firm may be required to facilitate the copy of supply order of any of the Govt. Institute as mentioned in the installation list in the bid, to justify the bided rates of same equipment as quoted in the bid.

The cost of equipment/ unit should be inclusive of all accessories as per detail given the specification and detailed specification of equipment/ unit should also be mention on the

quote.9. The bidder shall also confirm the Installation, Commissioning, Demonstration and Training, if required, to the concerned department of the Institute.

10. Unless otherwise specified in the order, the order price shall remain firm and will not be subject to escalation of any description during the pendency of the order, notwithstanding the change in the cost of materials, labor and/or variations in taxes, duties and other levies on raw materials and components that may take place while the order is under execution even if the execution of the order is delayed beyond the completion date specified in the order for any reason whatsoever.

11. All goods or materials shall be supplied by the bidders whose bid is accepted, strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated any alterations of these conditions shall not be made without the consent of the Institute in writing which must be obtained before any work against the order is commenced.

12. All material furnished by the seller pursuant to this order (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by the Institute) will be guaranteed to the best quality of their respective kind (unless otherwise specifically authorized in writing by the Institute) and shall be free from faculty design (to the extent such design is not furnished to the Institute) workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects with all operating conditions, if any, specified in this order.

13. The Institute may at his option, remove such defective materials at the seller's expense in which event the seller shall, without any cost to the RMRIMS, PATNA and as promptly as possible, furnish and install proper materials, repaired or replaced materials shall be similarly guaranteed for a period as per OEM not less than 12 (twelve) months. However, the basic spirit of warranty & guaranty of the equipment as bided will remain unchanged.

14. In the event of materials supplied do not meet the specifications and are not in accordance with the drawings, data sheets or the terms of this supply order, rectification is required at site, the RMRIMS shall notify to the seller giving full details of differences. The seller shall attend the site, within seven days of receipt of such notice to meet with representative of the RMRIMS for the action required to correct the deficiency.

15. 100% payments shall be released subject to satisfactory report /installation report of materials (whichever is applicable). Wherever necessary, performance bank guarantee @ 5% of the ordered value shall have to be submitted before processing for release of payment.

16. Time delivery as mentioned in Purchase order shall be the essence of the order and no variation shall be permitted except with prior consent in writing from Buyer. Once the user department/consignee states/writes that the goods supplied are defective/not functioning properly, it must be obligatory on the part of the supplier to immediately, not later than 07 (Seven) days attend to it by way of rectification/repair/replacement of the goods, without any questioning or pretexts on any ground. There shall be no scope for questioning the user department/consignee or resorting to any kind of verification or joint inspection in this regard.

17. No Payment shall be made for rejected material nor would the bidder be entitled to claim for such items.

18. The Manufacturer or their Indian representative will ensure a proper after sales service as per our requirement from time to time, against the guarantee/warranty clause as per terms and conditions agreed under negotiations would be provided at our Institute without fail.

Any negligence on this account shall be the sole responsibility of foreign vendor and the

liability for compensation will be fixed by the Institute. An undertaking from the

manufacturer that in the event of change of Indian Agent, the new agent will be providing the CMC on similar terms and conditions or the manufacturer himself undertakes the responsibility of providing the satisfactory after sales services under such events. If the equipment is not rectified by the firm and the equipment is under breakdown for certain period, the Institute will impose the penalty clause for that period as deemed fit (twice the period, equipment remained breakdown).

19. Comprehensive offer would be finalized before placement of order either on

comprehensive with spare / consumables /accessories including labour charges) up to

expected life span of the equipment by the Institute to the tune of **98 %** uptime of equipment that CMC will be effective after expiry of warranty period.

20. 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.

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

22. 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 above mentioned time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the products 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 reimburse the cost of such service / rectification to the Buyer.

23. Kindly upload GFR144xi compliance certificate as per order F.No.6/18/2019-PPD dated 23-July-2020 from DoE, Ministry of Finance, PPD, Government of India, in firm's letterhead, duly signed by authorized signatory. (Format given the Buyer uploaded ATC document').

24. Kindly upload a certificate for local content as per 'preference to Make-in-India' order No P4 5021/2/2017-PPE-11) dated 16- Sep-2020, issued by DPIIT, Ministry of Commerce and Industry, Govt. of India, in firm's letterhead duly signed by authorized signatory.

25 Kindly upload Bid Security Declaration (in-lieu of EMD) in firm's letterhead, duly signed by authorized signatory. (Format given in the ("Buyer uploaded ATC document)).

अस्वीकरण/**Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All

representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions.](#)

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।/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.

---धन्यवाद/Thank You---