

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	11-05-2026 18:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	11-05-2026 18:30:00
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 Finance
विभाग का नाम / Department Name	Department Of Revenue
संगठन का नाम / Organisation Name	Central Board Of Excise And Customs (cbec)
कार्यालय का नाम / Office Name	Central Revenues Control Laboratory, New
कुल मात्रा / Total Quantity	4
वस्तु श्रेणी / Item Category	Ramsbottom carbon residue Analyser
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Ramsbottom carbon residue Analyser
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Muffle/Box Furnace (V2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	5 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	40 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
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),Additional Doc 2 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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	3
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	5 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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	11502

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	32

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). 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
Central Revenues Control Laboratory, Hill Side Road, Pusa Department of Revenue, Central Board of Indirect Taxes and Customs (CBIC), Ministry of Finance
(Director RIs)

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

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the

"OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

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 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.

5. 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.

6. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. 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.

8. 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.

9. 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.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
27-04-2026 14:00:00	Conference Hall of CRCL New Delhi

Ramsbottom Carbon Residue Analyser (4 Unit)**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)****तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	K . Thambidurai	600001,33, RajajiSalai, Custom House Laboratory, Custom House, Chennai	1	30
2	Krishnaveni R	628004,Custom House Laboratory, Custom House, New Harbour Estate	1	30
3	Vinod Kumar Balbir Singh Jayant	403803,Custom House Laboratory, Custom House, MARMAGOA ,Goa	1	30
4	PARIMAL BANERJEE	700001,15/1, Strand Road, Custom House Laboratory, Custom House, Kolkata	1	30

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

15/1, Strand Road, Custom House Laboratory, Custom House, Kolkata
33, RajajiSalai, Custom House Laboratory, Custom House, Chennai
Custom House Laboratory, Custom House, New Harbour Estate
Custom House Laboratory, Custom House, MARMAGOA ,Goa
Goa
.

3. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

6. **Generic**

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

7. **Generic**

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.

8. **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.

9. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years 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 year. In case of bunch bids, the primary product having highest value should meet this criterion.

10. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

11. **Generic**

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

12. **Generic**

IT equipment shall be IPv6 ready from day one.

13. **Generic**

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.

14. **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

15. **Generic**

Non return of Hard Disk: As per Buyer organization's Security Policy,Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

16. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

17. **Generic**

Scope of supply includes Training: Number of employees to be trained

2

, Place for Training

As per the tender document
and Duration of training

1

days.

18. **Generic**

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

10 years

Shelf Life. On the date of supply, minimum

10 years

usable shelf life should be available / balance.

19. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

yes

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20. **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.

21. **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.

22. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

23. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

24. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Director (RLs)
payable at
payable at PAO, CBIC Hqrs, New Delhi

.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

25. **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 (RLs)
payable at
payable at PAO, CBIC Hqrs, 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.

26. **Financial Criteria**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

27. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

28. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

29. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

30. 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.

31. Turnover

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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

32. Service & Support

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

33. Service & Support

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

34. Warranty

Warranty period of the supplied products shall be 2 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.

35. 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.

36. **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 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

37. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

38. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL SCOPE OF THE WORK ***(Buyer Specific Terms & Conditions)***

A. INSPECTION AND QUALITY CONTROL

(i) The Purchaser and/ or its nominated representative(s) will inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract at the cost of the purchaser. The Purchaser shall inform the Supplier in advance, in writing, the Purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

(ii) The Technical Specification and Quality Control Requirements incorporated in the contract specify the inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the Supplier to the Purchaser's inspecting authorities at no charge to the Purchaser. The cost towards the transportation, boarding and lodging of the purchaser and/or its nominated representative (s) shall be borne by the purchaser.

(iii) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the Purchaser's inspecting authorities may reject them and the Supplier shall either replace the rejected goods or mak

e all alterations necessary to meet the specifications and standards, as required , free of cost to the Purchaser and resubmit the same to the Purchaser's inspect or for conducting the inspections and tests again.

B. SCOPE OF WORK

(i) Supply of Instruments/ Equipment (with essential accessories, spares, consumables, etc.), including site works (related to installation, as required), and installation & commissioning;

(ii) Obtaining regulatory/ statutory clearances, as necessary, and Training of staff of User Commissionerate;

(iii) Maintenance during warranty period of 02 (two) years including supply of spare parts and consumables;

(iv) CCAMC/AMC will be considered after successfully completion of warranty.

C. GENERAL REQUIREMENTS

1. The work herein specified shall be performed by fully competent workmen in a thorough professional manner. All materials furnished by the tenderer shall be new, and shall conform to applicable Indian standards or any international standard.

2. Only one bid will be accepted from OEM or through other Tenderer having long-term agreement with OEM or through authorised agency/ representative nominated by OEM for any type of equipment/ instrument. In case if more than one bid for any type of Instruments/ Equipment is received from OEM or through other Tenderer having long-term agreement with OEM or through authorised agency / representative nominated by OEM, all such bids shall be summarily rejected.

3. No-objection certificate (NOC) or Type approval from Atomic Energy Regulatory Board (AERB) of India for the offered Equipment / Instruments deploying X-ray/radiation source or as applicable, will be required to be submitted either with the technical bid, if available, or before placement of the purchase order.

4. The work herein specified shall be performed by fully competent workmen in a thorough professional manner. All materials furnished by the tenderer shall be new, and shall conform to applicable Indian standards or any international standard. The offered equipment/ instrument shall not have been preowned, shall be of current generation and of recent manufacture.

D. PRODUCT SUPPORT

The tenderer must submit an undertaking to give product support for at least 10 (ten) years

E. SOFTWARE AND SOFTWARE UPGRADES

1. The Supplier shall agree to provide copies of as-built software in executable code that are installed in the system at all levels (if required). It shall also state the Hardware that needs to be in place for implementation ensuring that the Instruments/ Equipment un-availability is minimal. The Supplier shall also comply and guarantee software upgrades for the service life of the Equipment/Instrument.

2. Taking into account the operational requirements of the Purchaser, there may be a need to customize some portion of the software. Supplier should agree for such customization, which is expected to be limited, at no extra cost.

3 Any software upgrades developed by the Supplier during the warranty and the post warranty period should be made available to the Purchaser at no extra cost and should be delivered and installed in a prompt and efficient manner. The Supplier should install and train the operator with software upgrades.

4. The software offered by the tenderer for Instruments/ Equipment must be licensed for life time and should not need any renewal and should be supplied with license key.

5. Any component or part of it or accessories not mentioned in the specification but which are usual or necessary are to be provided by the tenderer without extra charge as to make the equipment complete in all respects to meet the specifications.

F. TRAINING OF STAFF

1. Training is to be provided in the operation & general upkeep of the Instruments/ Equipment after installation & commissioning at the site. Standard operating procedure (SOP) for the Instruments/ Equipment should be prepared and provided to the Purchaser's staff at site. Standard Operating Procedure (SOP) along with DO's & Don'ts while operating the equipment for the instruments/ equipment should be prepared and provided to the purchaser's staff at site.

2. Tenderer shall train 02 (two) persons at every site at the time of installation.

G. LONG TERM AVAILABILITY OF SPARES

1. The Tenderer shall provide a part catalogue covering complete range of spares/ components/ consumables for the Instruments/ Equipment and support stru

cture.

2. Comprehensive list of spares shall be indicated in the Technical bid. Tenderer shall also provide recommended list of critical spares and test equipment.

H. GENERAL MAINTENANCE REQUIREMENTS

1. To offer satisfactory service during warranty period of 02 (two) years the tenderer should either have his own service set-up in India or have an agreement with any indigenous manufacturer/ reputed entity experienced in the field of maintenance of tendered Instruments/ Equipment so that he can be fully associated right from the time the work is awarded till completion of warranty and defects liability period. The indigenous manufacturer/ entities should meet the eligibility criteria laid down in the bid document.

2. The firm or vendor with whom the tenderer has an agreement for providing warranty maintenance may be involved with operation/ maintenance of the equipment ab-initio to enable him to fully comprehend the work. The tenderer must intimate the name of such manufacturer, firm or vendor at the time of submission of tenders and a copy of the agreement between them which is valid for at least 05 (five) years after end of warranty period should be enclosed to the Technical bid.

3. The agreement between the tenderer and the vendor should clearly specify that the Equipment/ Instrument manufacturer will give all the necessary technical support including supply of spares/ consumables to the vendor during the maintenance period so that the vendor can provide effective maintenance of the offered Instruments/ Equipment.

4. If the vendor fails to maintain the Instruments/ Equipment, it shall be the responsibility of the Tenderer/ Supplier to undertake or arrange for maintenance at the rates agreed in the contract.

5. There shall be a separate contract for maintenance for the post-warranty period as distinct for the contract for supply of the Instruments/ Equipment.

I. WARRANTY MAINTENANCE

1. Warranty maintenance should include complete Instruments/ Equipment and accessories.

2. During warranty period, the Supplier shall set right the machine immediately on receipt of complaint within maximum time limit of 05 (five) days.

3 Upon receipt of such notice, the Supplier shall, with all reasonable speed and within the stipulated time period, repair / replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever

er shall lie on the Purchaser for such replaced parts/goods thereafter.

4. If any defect is rectified or defective goods are replaced during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of 24 (twenty four) months from the date of completion of its repair/ replacement and the systems starts functioning to the satisfaction of the Purchaser.

J. Instruction/Technical Manual

1. The tenderer shall hand over to the user Laboratory the Instruction /Technical Manuals and one set of spare parts catalogue for all the equipment at the time of conducting Site Acceptance Test. It shall contain full details and drawings of all the equipment, testing, operation, installation and maintenance procedures of the equipment.

2. After commissioning and initial operation of the equipment, if the instruction manual requires any modification / additions / changes, the modified sheet shall be submitted by the tenderer to the Purchaser.

3. All manuals and documents shall be in English language and in such a way that a qualified engineer/ technician is able to fully understand and do the preventive as well as breakdown maintenance with the help of these manuals.

K. Quality Control Requirement

1. Quality Control

1.1. The tenderer shall provide adequate supervision at all stages of design, manufacture, integration/assembly, installation, commissioning, etc. and shall examine all components for accuracy before supply is completed.

2. Installation at site

2.1. When the Equipment/ Instrument is delivered and assembled at site, representative of the tenderer and the representative(s) of the user Laboratory shall jointly carry out the acceptance tests. The acceptance tests must include installation, inspection of all parameter specified in Form-7.

2.2. Besides checking the specified parameters, the tenderer shall also perform trial runs with user Laboratories to demonstrate the operational capabilities of the equipment/ instrument.

2.3. When installation of the equipment/ instrument is successfully carried out at the site by the tenderer, an Installation certificate as per Form - 7, shall be issued by the user Laboratory/ Commissionerate.

2.4. The user Laboratories shall not delay the issue of Installation certificate contemplated by this clause on account of minor defects in the supply which do not

materially affect the use thereof provided that the Tenderer shall undertake to rectify the defect on priority.

2.5. In case after the inspection, the equipment/ instrument is accepted but not installed, responsibility for its proper upkeep and maintenance shall dwell on the user Laboratories till the equipment is installed. However, till the time the proper receipt / acknowledgement for delivery/ receipt of the equipment/ instrument is obtained, the responsibility for its proper upkeep and financial liability shall have to be borne by the tenderer.

3. Commissioning

3.1. After the installation, the equipment/ instrument shall be at the Purchaser's disposal for a trial period of 15 days or malfunctions during this period, the equipment/ instrument will be accepted. If not, the faults or malfunctions are to be rectified and a further trial period of 15 days is to be added to permit an additional attempt to meet the contract specifications. Maximum two additional attempts will be given to meet the contract specification. After two additional attempts if the Equipment is not found functioning/ performing properly as per the specification laid out in the tender, the Purchaser may reject the equipment/ instrument. The decision of the Purchaser in this regard shall be final and binding on the tenderer. The loss caused if any due to rejection shall be entirely borne by the tenderer. The tenderer shall return the amount paid to him along with interest @ 12% per annum. The department shall in no case be responsible for any loss of damage that may occur to the rejected stores while these are in its premises.

3.2. After commissioning of the equipment/ instrument and completion of Delivery, the user Laboratory will issue a Delivery & Acceptance certificate as per the proforma given in Form-8.

3.3. Training is to be provided in the operation & general upkeep of the equipment/ instrument after installation & commissioning at the site. Standard operating procedure (SOP) for the equipment/ instrument should be prepared and provided to the Purchaser's staff at site as per the proforma given in Form-9.

L. Supply & Quality Control

1. Supply

1.1 Bidder to be consider who shell able to supply/installation of all these equipment only. Partially, supplier/bidder of these equipment will not be considered.

1.2 Successful, bidder may supply all these equipment at a once within 30 days (as per BOQ) after receiving supply order.

Form-7
CERTIFICATE OF INSTALLATION

F. No _____ **Dated** _____

1. Reference Contract No. _____ date _____

2. It is certified that

a) M/s _____ have delivered the system on _____ (date) and completed Installation and Site Acceptance Test of Equipment/Instrument Model: _____ Serial No. _____ to the satisfaction of the Purchaser and user Commissionerate at the designated site _____

_____ (name of the site) on _____ (date).

b) Records of SAT is annexed to this Certificate.

c) Software in USB/CD media, Instruction Manual & Technical Manual etc. have been taken over (all documents required to be delivered at the time of SAT) and the same are listed in the Annexure enclosed.

For Contractor
er

Witness

Signature

Name

Designation

Address

Date

For Purchas

Witness

Signature

Name

Designation

Address

Date

FORM - 8

CERTIFICATE OF COMMISSIONING

F.No. _____ **Dated** _____

1. Reference Contract No. _____ date _____

2. It is certified that

(a) M/s _____ have delivered the system on _____ (date) and completed Installation and Site Acceptance Test of Equipment/Instrument Model: _____ Serial No. _____ to the satisfaction of the Purchaser and user Commissionerate at the designated site _____ (name of the site) on _____ (date).

(b) The process of handing / taking over of the aforesaid system, accessories and services specified in the Contract to the satisfaction of the Purchaser, has been completed on _____ (date).

(c) The aforementioned Equipment/Instrument worked satisfactorily during the trial period of 15 days starting w.e.f. _____ (date) to _____ (date).

For Contractor
er

Witness

Signature

Name

Designation

Address

Date

For Purchas

Witness

Signature

Name

Designation

Address

Date

FORM - 9

TRAINING REPORT

F.No. _____ Dated _____

1. Reference Contract No. _____ date _____

2. It is certified that

(a) Training of _____ (days) w.e.f. _____ (date) to _____ (date) h
as been successfully completed.

(b) Details of training are as under:

Sr. No. ture	Name of the trainee(s)	Signa
1.		
2.		
3.		
4.		
5.		

For Contractor
er

For Purchas

Witness

Witness

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Date

Date

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---