



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/4320715

Dated/दिनांक : 15-12-2023

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	30-12-2023 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	30-12-2023 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Home Affairs
<b>Department Name/विभाग का नाम</b>	Na
<b>Organisation Name/संगठन का नाम</b>	National Forensic Sciences University
<b>Office Name/कार्यालय का नाम</b>	382007
<b>Total Quantity/कुल मात्रा</b>	1
<b>Item Category/मद केटेगरी</b>	Fourier Transform Infra Red (FTIR) Spectrometer (Q2)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	100 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)</b>	100 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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
<b>Past Performance/विगत प्रदर्शन</b>	80 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes

**Bid Details/बिड विवरण**

<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	2500000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

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

**Beneficiary/लाभार्थी :**

National Forensic Sciences University Dharwad  
WALMI Campus, Near High Court, Belur Industrial Area, Dharwad-580011  
(Campus Director, Dharwad Campus)

**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. 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.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [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.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value

should meet this criterion.

8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
22-12-2023 09:00:00	Board Room National Forensic Sciences University, Dharwad WALMI Campus, Near High Court, Belur Industrial Area Dharwad-580011

#### Fourier Transform Infra Red (FTIR) Spectrometer ( 1 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
OPTICAL PERFORMANCE	Wavenumber- Maximum (Per cm)	6000
	Wavenumber - Minimum (Per cm)	600
	Spectral (Wavenumber) Resolution (Per cm)	0.8
	Spectral (Wave Number) Accuracy (Per cm) (+/-)	0.05
	Beam Splitter	ZnSe
	Automatic beam splitter changeover for MIR to NIR or MIR to FIR without manual intervention	Yes
	Mirror Coating	Gold
	Peak to Peak Signal to Noise Ratio for 1 minute scan	55000:1 or more
DETECTOR	Detector Type	Deuterated L-Alanine doped Triglycine Sulphate (DLaTGS)
	Detector having temperature control	Yes

<b>Specification</b>	<b>Specification Name/विशिष्टि का नाम</b>	<b>Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य</b>
LIGHT SOURCE	<b>Light Source</b>	High intensity Ceramic light source
SAMPLE TYPE / ANALYSIS FACILITY	<b>Analyze Liquid samples</b>	Yes
	<b>Analyze Solid samples</b>	Yes
	<b>Analyze Powder samples</b>	Yes
	<b>Analyze thin films on metals samples</b>	Yes
	<b>Analyze Gas samples</b>	Yes
SOFTWARE	<b>Customizable Report Template</b>	Yes
FTIR LIBRARIES	<b>FTIR Georgian Crime Library - inclusive in the scope of supply</b>	No
	<b>FTIR Canadian Forensic Library - inclusive in the scope of supply</b>	No
	<b>FTIR Sadler Drug Library - inclusive in the scope of supply</b>	Yes
	<b>FTIR Polymers &amp; Polymer additives Library, inclusive in the scope of supply</b>	Yes
	<b>FTIR Surfactants Library, inclusive in the scope of supply</b>	Yes
	<b>FTIR Minerals &amp; inorganic Compounds Library, inclusive in the scope of supply</b>	Yes
	<b>FTIR Organic Compounds Library, inclusive in the scope of supply</b>	Yes
	<b>FTIR Drugs Library, inclusive in the scope of supply</b>	Yes
	<b>FTIR Adhesives &amp; Sealants Library, inclusive in the scope of supply</b>	Yes
	<b>FTIR Cosmetics &amp; Personal products Library, inclusive in the scope of supply</b>	Yes
ACCESSORIES	<b>Suitable Hydraulic Press 15 Ton for pellet/sample preparation - inclusive in the scope of supply</b>	Yes
	<b>Suitable Mortar and pestle - inclusive in the scope of supply</b>	Yes

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Suitable Dies - inclusive in the scope of supply</b>	Yes
	<b>Suitable KBr set for Pellets - inclusive in the scope of supply</b>	Yes
	<b>KBr Powder - inclusive in the scope of supply</b>	Yes
	<b>Suitable Pellet holder - inclusive in the scope of supply</b>	Yes
	<b>Types of Suitable ATR - inclusive in the scope of supply</b>	Yes
	<b>ATR crystal - inclusive in the scope of supply</b>	Diamond
	<b>Suitable Universal liquid cell holder - inclusive in the scope of supply</b>	Yes
	<b>Suitable Dry Box - inclusive in the scope of supply</b>	No
	<b>Suitable Replacement dessicant (rechargeable) - inclusive in the scope of supply</b>	Yes
	<b>Suitable Liquid Cell Window - inclusive in the scope of supply</b>	Yes
	<b>Liquid Cell Window material</b>	KBr
	<b>Shape of the Cell Window</b>	Round
	<b>Suitable Gas cell - inclusive in the scope of supply</b>	No
GENERIC	<b>FTIR and Sample compartment having provision for purging with gas</b>	No
	<b>FTIR provided with in-built air drier for humidity and vapour protection</b>	No
	<b>Connectivity</b>	ETHERNET
OPERATING CONDITIONS	<b>Minimum Operating Temperature</b>	20.0 (degree Celsius)
	<b>Maximum Operating Temperature</b>	45.0 (degree Celsius)
	<b>Operating Humidity (RH) (%) at 40 degree C</b>	85.0 (percent)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
WARRANTY / AVAILABILITY OF SPARES / TRAINING	Warranty on equipment	1.0 (year)
	Warranty on Source	5.0 (year)
	Warranty on interferometer	10.0 (year)
	Warranty on Laser	10.0 (year)
	Onsite training	5.0 (day)
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
	Conformance to EMC/EMI as per EN 61326-1:2013 Electrical equipment for measurement, control and laboratory use	Yes
	Availability of Test Reports from Central Govt / NABL approved / ILAC accredited Lab to prove conformity to the specification	No

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

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajesh.C	580011,Dharwad Campus National Forensic Sciences University C/O Water & Land Management Institute,NH-4, Belur Industrial Area, Dharwad Karnataka -580011	1	15

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

1. 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.

2. **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 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

3. **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.

4. **Generic**

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

5. **Generic**

**Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU Public Listed Company for 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.

6. **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.

7. **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

8. **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 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.

9. **Generic**

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

5  
, Place for Training  
NFSU Dharwad



and Duration of training  
10  
days.

10. **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 (Computer, Printer & UPS)

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11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

## 16. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

## 17. **Service & Support**

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

## 18. **Service & Support**

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

## 19. **Inspection**

### **Inspection of Stores by Inspection Authority of buyer or their authorised Inspecting officers / empanelled inspection agency or their representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components , solutions and documentation conform to contractual requirements. If an institutional buyer like Defense , Railways and MH/ etc desires to appoint / nominate their own inspection authority / empanelled inspection agency for inspection of stores to be supplied against the contract , buyer can select this clause indicating cost of inspection in term of percentage which is

0.2

% . As per the contractual provisions / law , the buyer has a right before payment or acceptance to inspect goods at any reasonable place as indicated in contract and time and in any reasonable manner. When the seller is required or authorized to send the goods to the buyer, the inspection may be after their arrival. Expenses of inspection should be borne by the buyer but may be recovered from the seller if the goods do not conform to contractual specification and are rejected. Initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if store complies to contractual specification etc , on production of payment receipt issued by inspection agency as applicable.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place where inspection is offered and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer , all reasonable facilities and such accommodation as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply . The decision of the purchaser/inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide , and deliver for test, free of charge, at such place other than his premises as the Inspecting officer may specify such material or stores as he may require for tests for which seller does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises ,the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification . The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer ..

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller .

Inspecting officer is the Final Authority to Certify Performance / accept the consignment . The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

20. **Certificates**

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.

21. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

22. **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.

23. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

24. **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.

25. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**ENCLOSURE 2**

1. For Considering Technical Evaluation and Supply of the Material the below mentioned technical parameters to comply with. Failing which, your bid will be rejected from the Technical Evaluation and no representation in this regard will be entertained and University reserves all rights on the same.

**FTIR-ATR**  
(FOURIER TRANSFORM INFRARED SPECTROSCOPY-ATTENUATED TOTAL REFLECTANCE)

Sr. No	Features	Technical Specifications	Compliance (Yes / No)	Remarks
1	Alignment	Permanently aligned and should be used for any atmospheric condition without use of dehumidifier or nitrogen gas purging		
2	Beam splitter	ZnSe beam splitter or Ge coated KBr or KRS 5 Beam splitter with ZnSe or KRS 5 window to work in high humid condition		
3	Spectral range	6000 - 400 cm-1		
4	Signal-to-noise ratio	Typically >55,000:1 with the resolution of less than 0.8 CM-1		
5	Wave number accuracy	<0.05 cm-1 @ 2,000 cm-1		
6	Detector	Temperature-controlled DLaTGS-detector, high stability against external temperature changes		
7	Laser Source	Solid state IR-diode laser with high wave number accuracy and precision		
8	IR Source	Having continuously optimized light flux.		
9	Sampling	1. Diamond ATR .		
		2. ATR should be capable of doing samples such as solids, liquid, paste, jelly, mouldings, plastics analysis, analysis of hygroscopic samples and etc.		
		3. Sampling modules must be automatically identified and spectral test routines must automatically start to verify accessory performance.		
10	Interferometer and Mirrors	1. It should have high throughput interferometer and Gold Coated mirrors for maximum light throughput and both having 10 years warranty.		
		2. The interferometer must be permanently aligned.		
		3. The interferometer bearing mechanism must be wear-free (frictionless) design to ensure unlimited lifetime system.		
		4. The interferometer must utilize retro reflecting mirrors for instantaneous correction of instability due to mirror tilt.		
		TICTAC Narcotics Library covering NDPS		

11	Library	Library for organic compounds		
		Forensic libraries		
		toxicological		
		chemical Libraries (organic compounds, polymers, inorganic compounds, drugs, polymer additives & etc.). It should have option to create own library.		
12	Internal calibration	The system must incorporate an automated internal instrument validation unit. The internal validation unit must be able to incorporate different validation standards and be fully software controlled. This instrument validation must not require user interaction and must produce a report documenting the results of the validation tests.		
13	Software	1. Instrument should be fully licensed, user friendly, software controlled using PC		
		2. Spectrometer components like source, laser, detector, and interferometer must be continuously monitored for operation within factory specifications. The operator must be immediately notified by system software if any of the factory specifications are not met. The software must offer detailed information about the nature of the failure and suggest possible trouble shooting options.		
		3. Optical components like detector and source must be electronically coded, so that these components are automatically recognized when placed in the spectrometer. Appropriate parameter must be automatically transferred to the application software.		
		4. The software must capable of data acquisition, control, evaluation and reporting using all-in-one software. Step-by-step analysis wizard for quality control applications, Spectra comparison method for material verification, library search capability for material identification ,User specific library set-up, Peak labelling, Quantification method, Peak integration function (area , height), Automated water vapour compensation, Data pre-processing routines, such as baseline correction, Multimedia FT-IR tutorial, Spectra interpretation tool, Online help, Permanent display of instrument status , GMP/GLP compliance.		
14	Workstation: Computer platform with printer	Latest licensed version, windows based, user friendly computer with i7 processor can be extendable to higher capacity, 32 GB RAM, 1 TB HDD, 512 MB SSD, 19-inch monitor, keyboard, mouse. It should have USB and DVD driver for data transfer. Print: Colour printer and printing on both sides automatically		
15	UPS	Should be supplied with 3KVA UPS for backup supply to instrument.		
16	Accessories	1 DIAMOND ATR, software licences operation, user manuals and standard operating procedures.		

17	Availability of consumables & spares	Ensures the supply of sample preparation kits, calibration standards, consumables, spares and other accessories to run instrument smoothly.		
18	Training	Onsite training, troubleshooting and demo should be provided to our scientist/technician, for complete support of the instrument. APPLICATION Training support should be there for minimum 5 days.		
19	Warranty	Laser Source- 10 years warranty.		
		Sampling- Diamond ATR should carry 10 years warranty.		
		IR Source-10 years warranty		
		Interferometer and Mirrors- 10 years warranty		
		Minimum 3 years on complete system and shall commence only upon successful installation, demo of the instrument and training at site.		
		Warranty should cover calibration of instrument with certificate issued annually as per NABL standards along with calibration standards.		
20	ISO & CE certification	The system should be ISO and CE certified, If CDSCO Certificate is applicable, provide certificate for the same		

1. Please Ensure to specify the Make and model of the offered Item. Mere Reproduction of the asked specification without any supporting official / printed brochure of the offered product may lead to rejection of bid.
2. The product should be supplied along with the Computer, Printer and UPS
3. The successful bidder shall be responsible for the uninstallation, transfer, and installation of the new location (Permanent Campus) as and when informed by NFSU Dharwad within 5 years from date of installation.
4. Bidding may be submitted only by the 'Original Equipment Manufacturer' or their 'Authorized Dealers'.
5. **The following Buyer Added Bid Specific Terms and Conditions will apply for this bid. These Specific Terms and Conditions will modify / substitute / supplement the other clauses mentioned in bid document. Whenever there is any conflict between the provision of other clauses mentioned in the bid document and that in the Buyer Added Bid Specific Terms and Conditions, the provision contained in the Buyer Added Bid Specific Terms and Conditions shall prevail.**
6. Additional Specification Parameters, if any Additional Specification Parameters as stipulated in the Bid Document must be complied by the Bidder/Seller and supply may be made accordingly otherwise material will be liable for rejection

7. Clarifications/documents submitted by the bidder Documents not submitted along with the bid and clarifications sought during the evaluation stage, but not being submitted during representation shall not be considered, for evaluation.
8. EMD Exemption will only provide to Original Equipment manufacturers
9. NFSU Dharwad reserves the right to Cancel/Modify the bidding process fully or partially at any time without incurring any liabilities to NFSU Dharwad in this regard.
10. Vendors should comply with the norms of demonstration of the entire equipment to be supplied to the END User as and when asked by the END user at the actual site of installation before the bidding or during any stage of administrative or technical scrutiny
11. Following documents duly signed by the authorized representative of the Firm / Company shall invariably be submitted/uploaded by the bidder(s) along with the bid for evaluation of the offer:
  - a. Bidder has to mandatorily upload the compliance of Bid document specification along with the bid.
  - b. Technical Specification Compliance (ATC) to be filled by the bidder
  - c. Annexure I - Acceptance of terms and conditions.
  - d. Annexure II (Local Content) - Bidders are required to fill, duly signed and submit, highlighting class of supplier and percentage of local content.
  - e. Annexure III (EMD / Bidder Declaration) - Bidders are required submit bid using declaration against this bid. Bidders are required to fill, duly signed and submit Annexure - II in this regard. EMD exemption will only give to Original equipment Manufacturer, traders, dealers are excluded from purview of exemption.
  - f. 'Annexure IV' (Declaration-Blacklisting, Fraud and Corrupt Practices & Land order)
  - g. 'Annexure V' (Price Reasonability Certificate)
  - h. Annexure VI' (work experience cert./work orders)- To Provide at least 10 orders for the same quoted item issued by any of NFSUs, FSL, IITs, IIITs, NITs or any other government organization.
  - i. Bidders are required to submit PAN and GST certificate along with this bid.
  - j. Bidders are required to submit Manufacturer Authorization Form (MAF) along with this bid. In case bidder quote goods of more than one OEM then MAF is required from all different OEM.
12. Payment will be made on successful delivery, installation (if any) and acceptance only subject to submission and verification of PBG.
13. No advance payment will be made. Payment may be released through RTGS online payment mode against complete execution of the purchase order (PO), work order and submission of all the required documents as per the order preferably within 30 days after satisfactory supply, inspection, installation / commissioning & acceptance and on submission of pre-receipted tax invoice, deliver challan, warranty certificate and installation report in triplicate and Performance Bank Guarantee, subject to verification.
14. For any queries with regard to terms and conditions of this tender, please write

e to [purchase\\_dharwad@nfsu.ac.in](mailto:purchase_dharwad@nfsu.ac.in) or can be contacted at +91 836 200 2641/ +91 836 200 2614

## 26. Buyer Added Bid Specific ATC

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

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध 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 इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।



---Thank You/धन्यवाद---

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