



बिड संख्या / Bid Number: GEM/2026/B/7759812

दिनांक / Dated: 08-07-2026

बिड दस्तावेज / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	29-07-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	29-07-2026 17:30:00
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 Agriculture And Farmers Welfare
विभाग का नाम / Department Name	Department Of Agricultural Research And Education (dare)
संगठन का नाम / Organisation Name	Indian Council Of Agricultural Research (icar)
कार्यालय का नाम / Office Name	Indian Agricultural Research Institute, New Delhi
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :shyam.sunder3669@icar.org.in Buyer Email id: shivani.choudhary@icar.org.in
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Purchase and refilling of Liquid Helium for 400MHz NMR Instrument
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Purchase and refilling of liquid helium for 400MHz NMR Instrument
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">Compressed Helium Gas (V2) Conforming to IS 15583
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	5 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	Yes Complete

बिड विवरण/Bid Details

विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/ RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/ Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/ Advisory Bank	State Bank of India
ईएमडी राशि/ EMD Amount	50000

ईपीबीजी विवरण /ePBG Detail

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एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Head, Division of Agril. Chemicals
Indian Agricultural Research Institute, New Delhi, Department of Agricultural Research and Education (DARE),
Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare
(Rajesh Kumar)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider 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. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered 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.
5. 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.
6. 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.
7. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if

seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

9. 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

Purchase And Refilling Of Liquid Helium For 400MHz NMR Instrument (1 container(s))

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.No.	परेषितो/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	SURESH KUMAR	110012,Division of Agril Chemicals ICAR-IARI New Delhi 110012	1	365

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Bid document View	Comprehensive Contract for Supply, Refilling, Monitoring and Maintenance of Liquid Helium Level in JEOL Make Nuclear Magnetic Resonance (NMR) Machine for a period of One (01) Year.	Purchase And Refilling Of Liquid Helium For 400MHz NMR Instrument(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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 (Increased quantity ÷ Original quantity) × 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. Buyer Added Bid Specific ATC

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Annual Rate Contract for Supply, Refilling and Maintenance of Liquid Helium in

JEOL Make NMR Machine for a Period of One (01) Years

Name of Work: Comprehensive Contract for Supply, Refilling, Monitoring and Maintenance of Liquid Helium Level in JEOL Make Nuclear Magnetic Resonance (NMR) Machine for a period of One (01) Year.

SECTION-I

Scope of Work

Purchase and refilling of liquid helium (300 Liters for one year) for the Jeol make NMR JNM S CZ 400R/ST (400Mhz) instrument for maintenance and its operation. In addition to the supply of liquid helium, the supplier must have the technical capability to refill the liquid helium in the NMR instrument.

The scope shall include, but not be limited to, the following:

- A. Continuous monitoring of liquid helium level in the NMR magnet.
- B. Maintaining the liquid helium level at not less than 40% of the total tank capacity at all times throughout the contract period.
- C. Planning and executing timely refilling of liquid helium before the level falls below the pr

escribed minimum level.

D. Deployment of trained, experienced and technically qualified personnel for carrying out helium transfer/refilling operations strictly in accordance with standard SOPs/guidelines and internationally accepted cryogenic safety practices.

E. Supply of all labour, equipment, cryogenic transfer accessories, transportation, safety devices, tools, instruments and consumables required for execution of the work.

F. Compliance with all applicable safety standards during transportation, handling and transfer of liquid helium.

G. Maintaining proper records of each refilling indicating:

I. Date of refilling

II. Quantity supplied

III. Helium level before refilling

IV. Helium level after refilling

V. Signature of Institute representative

H. The estimated requirement shall be approximately 300 litres of liquid helium per year.

I. At the end of the contract, the contractor shall hand over the NMR machine with 100% liquid helium tank capacity filled, at no additional cost to the Institute.

J. The contractor shall ensure uninterrupted operation of the NMR system throughout the contract period.

SECTION-II

Quantity and Payment Terms

A. The estimated requirement is 300 liters of liquid helium for one year, i.e. approximately 300 liters during one year, excluding the final full tank filling to be provided at the time of completion of the contract.

B. The quoted rates shall be based on the bidder's assessment of the total helium requirement during the complete contract period including the obligation to hand over the machine with a completely filled helium tank at contract completion.

C. If actual helium consumption during any contract year is less than 300 liters, payments shall be restricted to the actual quantity supplied on a proportionate basis.

D. If helium consumption during any contract year exceeds 300 liters, no additional payment whatsoever shall be admissible. The quoted rates shall be deemed to include such variation.

E. The contractor shall not claim any escalation on account of increase in helium prices, transportation charges, taxes, fuel prices or any other reason during the currency of the contract unless specifically provided in the tender.

SECTION-III

Technical Responsibilities

The contractor shall:

A. Maintain helium level above 40% at all times.

B. Ensure zero interruption due to shortage of helium.

- C. Provide emergency refilling whenever required.
- D. Arrange all logistics for transportation and handling.
- E. Follow standard SOPs and guidelines for helium transfer/refilling.
- F. Use only high purity liquid helium suitable for NMR applications.
- G. Ensure that no contamination enters the magnet during transfer.
- H. Carry out all work using trained cryogenic engineers.

SECTION-IV

Eligibility Criteria for technical Evaluation: -

The bidder shall submit documentary evidence of:

A. GST Registration.

B. EMD of Rs. 50,000/- (Rupees Fifty Thousand) only in the form of Demand Draft/Bank Guarantee in favour of Director, ICAR-IARI, New Delhi. Firms exempted from submission of EMD as per GOI/GEM guidelines are required to submit the valid exemption certification.

D. Experience of executing similar work involving supply/refilling of liquid helium for NMR/MRI/Superconducting Magnet systems during the last three years (The firm should submit 03 years works orders). Firms exempted from submission of experience as per GOI/GEM guidelines are required to submit the valid exemption certification.

E. Minimum Average Annual Turnover of the Bidder (For 3 Years) is required Rs. 5.00Lakhs (Rupees Five lakhs) only. The firm should submit Annual Turnover certificate (showing turnover of last 03 years) with valid UDIN issued by Chartered Accountant as proof). Firms exempted from submission of Turnover as per GOI/GEM guidelines are required to submit the valid exemption certification.

F. Rate Reasonability Certificate, Price Protection and undertaking (Draft undertaking as per attached Annexure-A)

SECTION-V

Eligibility Criteria for Price Bid: -

The quoted rates shall be firm and fixed throughout the contract period.

The rates shall include:

- A. Cost of liquid helium
- B. Transportation

- C. Loading
- D. Unloading
- E. Cryogenic transfer
- F. Labour
- G. Safety arrangements
- H. Monitoring

Refilling charges

- I. Insurance
- J. GST
- K. All applicable taxes and duties
- L. Any incidental expenses

No extra payment shall be admissible.

SECTION-VI

General Terms & Conditions

1. Comprehensive Responsibility

The contractor shall take complete responsibility for supply, handling, transportation, storage (if any), transfer and maintenance of helium level during the entire contract period.

2. Safety

The contractor shall strictly comply with all statutory safety requirements applicable to cryogenic liquids. Adequate PPE, oxygen monitoring devices, trained manpower and emergency procedures shall be ensured during every refilling operation.

3. Qualified Personnel

Only trained and experienced personnel having adequate knowledge of cryogenic systems shall perform helium transfer.

4. Damage to Equipment

The contractor shall be solely responsible for any loss or damage caused due to:

- A. Negligence
- B. Improper handling
- C. Delayed refilling
- D. Contamination failure to maintain minimum helium level
- E. Unsafe work practices

5. Replacement of Equipment

If any damage occurs rendering the NMR machine unusable due to contractor's negligence, the contractor shall:

- (a) Repair the machine using genuine OEM parts entirely at its own cost; or

(b) Where repair is not technically feasible, replace the damaged equipment with an equivalent or higher specification equipment acceptable to the Institute.

6. Time for Restoration

The contractor shall restore the machine to full operational condition within 14 days from the date of occurrence.

7. Liquidated Damages

If the contractor fails to restore the equipment within 14 days, Liquidated Damages shall be levied at 0.5% of the assessed value of the affected machine or equipment per week (or part thereof) of delay, subject to the maximum limit prescribed under the General Financial Rules and Government procurement guidelines or 10% of the contract value, whichever is applicable under the governing procurement rules. Recovery of Liquidated Damages shall not absolve the contractor from liability for actual losses recoverable under law.

8. Recovery of Losses

The contractor shall also be liable for all consequential losses suffered by the Institute including project delays, research losses, testing losses and any other financial implications arising directly from contractor's negligence, subject to applicable law and the terms of the contract.

9. Insurance

The contractor shall maintain adequate insurance covering:

- A. Workmen Compensation
- B. Public Liability
- C. Third Party Liability
- D. Damage during handling

10. Statutory Compliance

The contractor shall comply with all applicable Acts, Rules and Regulations relating to labor, safety, environment and transportation.

11. Inspection

The Institute may inspect the work at any stage.

12. Records

The contractor shall maintain complete records of every helium refill and produce them whenever required.

13. No Conditional Bid

Conditional bids shall be summarily rejected. Any deviation from tender conditions or inclusion of bidder's own conditions shall render the bid liable for rejection.

14. Submission of Documents

Failure to submit any mandatory document shall render the bid non-responsive and liable to rejection.

15. Risk Purchase

In case of failure of the contractor to perform, the Institute reserves the right to procure the services from alternate sources at the risk and cost of the contractor.

16. Force Majeure

Force Majeure shall be governed as per Government of India General Conditions of Contract.

17. Termination

The Institute reserves the right to terminate the contract for:

- A. Breach of contract
- B. Repeated failure
- C. Unsafe practices
- D. Submission of false information
- E. Insolvency
- F. Poor performance
- G. Blacklisting by Government agencies

after following principles of natural justice.

18. Arbitration

Any dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The place of arbitration shall be the city where the Institute is located.

19. Jurisdiction

Courts having territorial jurisdiction over the location of the Institute alone shall have jurisdiction.

20. Integrity Pact

Where applicable, bidders shall comply with the Integrity Pact and provisions relating to prevention of corruption.

21. Confidentiality

The contractor shall maintain confidentiality of all technical information relating to the Institute and the NMR facility.

22. Governing Law

The contract shall be governed by the laws of India and the applicable provisions of the General Financial Rules (GFR), Manual for Procurement of Goods/Services issued by the Government of India, General Conditions of Government Contracts and other instructions issued by the Ministry of Finance from time to time.

23. Completion Requirement

On expiry or termination of the contract, the contractor shall hand over the JEOL Make NMR Machine with the helium tank completely filled (100% capacity), duly certified by the authorized representative of the Institute. No separate payment shall be made for such final filling, and the cost thereof shall be deemed to have been included in the quoted rates.

24. Performance Security

- A. The successful bidder shall furnish a Performance Security equivalent to 5% (Five Percent) of the total Contract Value within 15 (Fifteen) days from the date of issue of the Letter of

Acceptance (LoA)/Purchase Order/Work Order, or within such extended period as may be permitted by the Purchaser.

B. The Performance Security shall be submitted in any one of the following forms:

- I. Bank Guarantee issued by any Scheduled Commercial Bank in India;
- II. Fixed Deposit Receipt (FDR) pledged in favour of the Purchaser;
- III. Demand Draft/Banker's Cheque; or
- IV. Any other form permitted under applicable Government of India procurement guidelines

C. The Performance Security shall remain valid for the entire contract period, including any extension thereof, and for an additional period of 60 days after successful completion of all contractual obligations.

D. The Performance Security shall be liable to be forfeited, wholly or partly, in the event of:

- I. Failure of the contractor to perform contractual obligations;
- II. Breach of any terms and conditions of the contract.
- III. Failure to rectify deficiencies within the stipulated time;
- IV. Termination of the contract due to default attributable to the contractor.

E. The Performance Security shall be released without interest after successful completion of the contract, fulfillment of all contractual obligations, settlement of all claims, and issuance of a satisfactory completion certificate by the Competent Authority.

25. Payment Terms

A. Payment shall be made on a Half-Yearly Basis during the currency of the contract.

B. At the end of every six-month period, the contractor shall submit:

- I. Invoice in duplicate;
- II. Details of supplies made and/or services rendered during the period;
- III. Work completion/performance report;
- IV. Any statutory documents, if applicable; and
- V. Certification from the Officer-in-Charge/Authorized Representative of the Purchaser confirming

26. Satisfactory execution of the work.

A. Payment shall be released only after:

- I. Verification of the supplies/services rendered;
- II. Certification that the work has been carried out satisfactorily in accordance with the contract specifications, service levels, and agreed timelines; and
- III. Submission of all required supporting documents.

B. In the event of unsatisfactory performance, deficiencies, delays, or non-compliance with contractual obligations, the Purchaser reserves the right to:

I. Withhold the whole or part of the payment;

II. Recover applicable penalties @0.5% of contract value as liquidation charges per weeks subject to maximum 10% of contract value.

III. Adjust recoveries against pending bills or Performance Security; or take any other action as provided under the contract.

C. Payments shall be made through electronic transfer (NEFT/RTGS/PFMS) to the bank account of the contractor after deduction of applicable taxes, statutory deductions, liquidated damages, or other recoveries, if any.

D. No advance payment shall be made.

E. Mere submission of an invoice shall not entitle the contractor to payment. Payments shall be subject to satisfactory performance, verification, acceptance by the Purchaser, and availability of funds. H. The Purchaser shall endeavor to release admissible payments within 30 days from the date of receipt of complete documents and satisfactory certification by the designated authority.

27. Rate Reasonability, Price Protection and Undertaking

The successful bidder shall ensure that the rates quoted to ICAR-IARI, New Delhi under this tender are fair, reasonable, and in conformity with the provisions of the General Financial Rules (GFR), 2017 and the Manual for Procurement of Goods, as amended from time to time. Prior to execution of the contract, the successful bidder shall submit a duly signed Undertaking-cum-Acceptance on its official letterhead confirming that:

(a) It has read, understood, and unconditionally accepted the provisions of this clause in their entirety.

(b) During the currency of the contract, if it quotes or supplies the same helium gas and allied services under comparable terms and conditions (including specifications, quantity, delivery schedule, taxes and duties, payment terms, and other commercial conditions) to any Government Department, Autonomous Body, University, Public Sector Undertaking (PSU), or any other institutions at a price lower than that quoted/offered to ICAR-IARI, New Delhi, it shall promptly notify ICAR-IARI in writing and extend the benefit of such lower price to ICAR-IARI with effect from the date on which the lower price becomes applicable.

(c) If it is subsequently established that the bidder has offered or supplied the same goods and/or services under comparable terms and conditions at a lower price to any such organization without extending the corresponding benefit to ICAR-IARI, ICAR-IARI shall be entitled to recover the excess amount paid from any amount due or becoming due to the bidder or through any other legally permissible means. Such recovery shall be without prejudice to any other rights and remedies available under the contract, including termination of the contract, forfeiture of the Performance Security, and any other action considered appropriate by the Director, ICAR-IARI, New Delhi, in accordance with the applicable rules and conditions of the contract. Submission of the above Undertaking-cum-Acceptance shall be mandatory. Failure to submit the undertaking or refusal to accept the provisions of this clause shall render the bidder ineligible for technical evaluation, and the bid shall be liable to rejection. Where applicable, such failure shall also constitute sufficient grounds for non-execution or cancellation of the contract.

28. Site visit and Inspection:

The Bidder is advised to visit the site and inspect the machine prior quoting their rates against the Bid.

Letter Head of the Firm

Annexure-A

I/We the bidder hereby ensure that the rates quoted to ICAR-IARI, New Delhi under this tender are fair, reasonable, and in conformity with the provisions of the General Financial Rules (GFR), 2017 and the Manual for Procurement of Goods, as amended from time to time.

I/ We hereby submit a duly signed Undertaking on our official letterhead confirming that:

(a) I/We have read, understood, and unconditionally accepted the provisions of this clause in their entirety.

(b) During the currency of the contract, if we quote or supply the same helium gas and allied services under comparable terms and conditions (including specifications, quantity, delivery schedule, taxes and duties, payment terms, and other commercial conditions) to any Government Department, Autonomous Body, University, Public Sector Undertaking (PSU), or any other institutions at a price lower than that quoted/offered to ICAR-IARI, New Delhi, I/ We shall promptly notify ICAR-IARI in writing and extend the benefit of such lower price to ICAR-IARI with effect from the date on which the lower price becomes applicable.

(c) If it is subsequently established that I/We has offered or supplied the same goods and/or services under comparable terms and conditions at a lower price to any such organization without extending the corresponding benefit to ICAR-IARI, ICAR-IARI shall be entitled to recover the excess amount paid from any amount due or becoming due to our firm or through any other legally permissible means. Such recovery shall be without prejudice to any other rights and remedies available under the contract, including termination of the contract, forfeiture of the Performance Security, and any other action considered appropriate by the Director, ICAR-IARI, New Delhi, in accordance with the applicable rules and conditions of the contract.

****Submission of the above Undertaking-cum-Acceptance shall be mandatory. Failure to submit the undertaking or refusal to accept the provisions of this clause shall render the bidder ineligible for technical evaluation, and the bid shall be liable to rejection.**

Signature:

Name of Authorized Representative:

Address:

Seal:

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 कार्यवाई 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---