Signer: NANDINI RAVI RAO
Sat Aug 15 12:31:00 IST 2026

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
PHYSICAL RESEARCH LABORATORY (PRL)
AHMEDABAD

Tender for Membrane Inlet Mass Spectrometer(MIMS)

Bids to be submitted online

Tender No.: PRL/PURCHASE/PR202600010501 dated 15-08-2026

A. Tender Details

Tender No :	**PRL/PURCHASE/PR202600010501**
Tender Date :	**15-08-2026**
Tender Classification:	**GOODS**
Purchase Entity :	**PURCHASE**
Centre :	**PHYSICAL RESEARCH LABORATORY (PRL)**

Membrane Inlet Mass Spectrometer(MIMS)

Membrane Inlet Mass Spectrometer(MIMS)

A.1 Tender Schedule

Bid Submission Start Date :	**15-08-2026 13:00**
Bid Clarification Due Date :	**27-08-2026 17:30**
Bid Submission Due Date :	**14-09-2026 14:00**
Bid Opening Date :	**14-09-2026 14:30**
Price Bid Opening Date :	**14-09-2026 18:00**

B. Tender Attachments

NA

Instructions To Vendors

1. GENERAL TERMS & CONDITIONS FOR TENDER

1. COMMON INSTRUCTIONS TO VENDORS
a. Tenders should be submitted online only.
b. Applicable Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
c. As a Government of India Department, concessional GST and Custom duty certificates shall be issued wherever applicable as per rules. Refer tender for details.
d. Prices are required to be quoted according to the units indicated in the tender. When quotations are given in terms of units other than those specified in the tender, relationship between the two sets of units must be furnished.
e. All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.
f. Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non acceptance of tender, the tenderer will have to remove the samples at his own expense.
g. HSN code, Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.
h. Specifications: Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.
i. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderer's shall supply the same at the rates quoted.
j. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
k. The authority of the person submitting the tender, if called for, should be produced.

2. DEFINITIONS
a) The term 'Purchaser' shall mean the President of India or his successors or assignees.

b) The term 'Contractor' shall mean the person, firm or company with whom or with which the "Purchase Order/Contract" for supply of stores/services is placed and shall be deemed to include the contractor's successors, representatives, heirs, executors and administrators unless excluded by the Purchase Order/Contract.
c) The term 'Purchase Order / Contract' shall mean the communication signed on behalf of the Purchaser by duly authorized Officer intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the contractor for supply of stores, plant, machinery, equipment and services.
d) The terms 'Stores' shall mean the goods and/or services as specified in the Purchase Order/Contract.
e) Class-I Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%.
f) Class-II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50%.
g) Non-Local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content less than or equal to 20%.
h) Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
i) 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process.
j) 'Agent' means a person employed to do any act for another or to represent in dealings with third persons.

3. APPLICABLE LAW

The Purchase Order / Contract shall be governed by Indian Law and jurisdiction shall lie in the Courts of Ahmedabad, Gujarat, India.

4. CONTRACTOR'S DEFAULT LIABILITY

a)The Purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

1. If in the judgment of the Purchaser the Contactor fails to make delivery of stores within the time specified in the Purchase Order or within the period for which extension has been granted by the Purchaser to the Contractor.
2. If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of

the Purchase Order.

b) In the event the Purchaser terminates the Contract in whole or in part as provided in clause 24 (a), the Purchaser reserves the right to purchase upon such terms and in such a manner as Purchaser may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and / or for liquidated damages for delay as defined in clause 14 until such reasonable time as may be required for the final supply of stores.

c) If the contract is terminated as provided in clause 24 (a), the Purchaser in addition to any other rights provided in the Contract, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner as directed by the Purchaser:

1. Any completed stores
2. Such partially completed stores, drawing, information and contact right (hereinafter called manufacturing materials) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores and for manufacturing material delivered and accepted by the Purchaser.

d)In the event the Purchaser does not terminate the Contract as provided in clause 24 (a), the Contractor shall continue the performance of the Contract in which case the Contractor shall be liable to the Purchaser for liquidated damages for delay as set out in clause 14 until the stores are accepted.

5. DELAY IN COMPLETION / LIQUIDATED DAMAGES

f the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the
contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.
Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

6. DELIVERY TERMS AND DELIVERY PERIOD

a)The delivery terms are to be quoted in terms of latest INCOTERMS 2020. In case of imported stores the normal delivery terms shall be Ex-Works/FOB/FCA (name of place). Other terms can also be accepted based on need and suitability. In case of indigenous stores, the quotation should be on FOR-Destination / Door delivery basis.

b)Delivery period shall be specified. In case the tender calls for installation then the bidders shall mention the schedule for supply and installation separately.

c)The date of delivery of the stores stipulated in the Purchase Order/Contract shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.

d)Part shipment is not allowed unless specifically agreed by Purchaser.

e)Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/ damage sustained due to the delay in fulfilling this responsibility.

f)For items having shelf life, those with maximum shelf life should be supplied if order is placed.

g)If the contractor fails to deliver the ordered items and/or services within the specified date / period, the Purchase Order / Contract does not per se hold good after expiry of such specified delivery date/period. The Purchaser may refuse to take delivery of the goods / services after the specified delivery date/period.

7. DEMURRAGE

The Contractor shall bear demurrage/penalty charges, if any, incurred by the Purchaser due to delayed presentation of dispatch documents to the Bank / Purchaser or on account of incomplete documents like invoice, packing list, etc

8. DESPATCH

a)The Contractor is responsible for obtaining a clear receipt from the freight forwarder / airlines / transport authorities specifying the despatch of goods. The consignment should be despatched with Airway Bill / Bill of Lading / Railway / Lorry Receipt. Purchaser will take no responsibility for short deliveries or wrong supply of goods. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

b)Wherever required, test certificates, warranty/guarantee certificate should be sent along with the despatch documents.

c)The Invoice shall contain Purchase Order / Contract No., Invoice No., Invoice Date, Country of Origin.

d)The description, part nos., extended warranty charges, discount, optional accessories, as the case

may be, should be clearly mentioned in the invoice and packing list and should be in line with the purchase order. In addition to the ordered items, if any item(s) is supplied the same should also be stated in the invoice & packing list with appropriate remarks and its value shall be declared mentioning "for customs purpose only".

e)The Invoice/Packing list should also provide Item wise net weight (in K.G.) as well as gross weight (in K.G.) of each package.

f)A copy of the Invoice/Packing List to be forwarded to the Purchaser, 5 days in advance before shipment, particularly when the shipment is through Supplier's freight forwarder/courier.

g)Any charges/penalty/demurrage due to non-compliance to the above instructions shall be recovered from the payment due to the Supplier.

9. ELIGIBILITY CRITERIA

a)Any bidder from a country, which shares a land border with India, will be eligible to bid only if the bidder is registered with the Competent Authority in terms of Order (Public Procurement No.3) dt.23rd July 2020 and any amendments thereto issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India.

b)'Bidder from a country which shares a land border with India' means,

i)An entity incorporated, established or registered in such a country, or
ii)A subsidiary of an entity incorporated, established or registered in such a country, or
iii)An entity substantially controlled through entities incorporated, established or registered in such a country, or
iv)An entity whose beneficial owner is situated in such a country, or
v)An Indian (or other) agent of such an entity, or
vi)A natural person who is a citizen of such a country, or
vii)A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

c)'Beneficial owner' for the purpose of 'b' above will be as under:

i)In case of a Company or Limited Liability Partnership, the beneficial owner is the natural person(s),who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

'Controlling ownership interest' means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company.

'Control' shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

ii)In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

iii)In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

iv)Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who hold the position of senior managing official.

v)In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

d)Class-I Local Supplier/Class-II Local Supplier Supplier are eligible to participate in the domestic tender in terms of Public Procurement (Preference to Make in India), Order 2017 - Revision dated 04.06.2020 and revised 'Public Procurement (Preference to Make in India), Order 2017 dated 16.09.2020 issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India. While in Global tender, Class-I /Class-II / Non Local Suppliers are eligible to participate. The bidders must go through the commercial compliance statement for detailed explanation in each tender.

10. EVALUATION CRITERIA

a)Bids received should be evaluated against the specifications, terms and conditions incorporated in the bidding document.

b)During evaluation and comparison of bids, the Purchaser may, at his/her discretion, ask the bidder for clarifications on the bid. Purchaser may request for any clarification and/or additional documents from the bidders. No change in the prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information and/or documents shall be sought, by the Purchaser, only in case of historical documents which pre-existed at the time of tender opening and which have not undergone any change since then.

c)Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

d)All responsive bids shall be evaluated with a view to select the lowest [L1] bidder who meets the qualification criteria, including terms and conditions of the tender. Techno-commercial aspects shall be compared on a common platform on the basis of total evaluated cost of each offer which will be arrived at by adding the basic price as well as other charges, and all statutory levies/taxes/duties. Maintenance charges shall be taken into account if it forms part of the tender for the purpose of cost comparison. The financial implication shall be considered as the all inclusive cost to the Purchaser. Evaluation of the bids shall be done on the basis of landing cost to the Purchaser.

e)Purchaser discourages advance payment terms. In case of advance payment, for the purpose of evaluation, interest shall be loaded on the amount so paid as advance for the delivery period quoted as per MCLR of State Bank of India prevailing on the date of tender opening. Further, for any delay in executing the contract, Purchaser shall recover interest on the amount paid as advance for the delayed period at the MCLR of State Bank of India prevailing on the date of the payment besides other remedies available for breach of the contract.

f) If the quoted prices are in different currencies, then for comparison purpose the offers in foreign currencies will be converted into Indian Rupees based on the exchange rate prevailing on the date of tender opening.

g) If a bidder quotes ''NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered.

h) Evaluation of the bids shall not be done on the basis of conditional discounts.

i) Purchaser reserves the right to give preference for procurement of goods in terms of product reservation and preferential / mandatory purchase policy as notified by Government of India from time to time. Bidders claiming any preference shall submit relevant and valid registration certificate along with the tender in terms of the relevant Orders/Notifications issued by appropriate Authority/Government.

j) Purchaser reserves the option to increase / decrease the quantity to the extent of 25% of the tendered quantity.

k)Purchaser reserves the right to accept or reject any quotation in full or part thereof by recording the reasons. The Purchaser shall be under no obligation to accept the lowest or any tender and reserves the right to accept whole or any part of the tender or part of the quantity offered and the bidders shall supply the same at the rates quoted.

l) Purchaser reserves the right to enter into parallel contract unless the instructions are otherwise in the

RFP.

m) Purchaser also reserves the right to reject any offer in the event of non-compliance to tender terms and conditions or where the prices are not viable vis-a-vis the scope of the contract.

n) A bidder can question the bidding conditions, bidding process and / or rejection of its bid.

o)Any clarification on the tender shall be sought from the Purchaser well in advance of the tender closing date but in any case, it should not be within 7 days of bid closing date.

p) Public Tenders shall be opened in the presence of the authorized representative of the bidders. In case the tenders cannot be opened due to holiday or technical reasons the tender will be opened on the next working day.

11. FORCE MAJEURE

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of his obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Purchase Order/Contract) if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, acts of the Government either in its sovereign or Contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present
Purchase Order/Contract.
(b) In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended.
(c) The party for whom it has become impossible to meet the obligation under this Contract due to force majeure condition, will notify the other party in writing not later than twenty one days from the date of
commencement of the unforeseeable event. Unless otherwise directed by the Physical Research Laboratory in writing, the contractor/supplier shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
(d) Any certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.
(e) In case of failure to carry out complete or partial performance of an obligation for more than sixty days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of
30 days to the other party will be given informing of the intention to terminate without any liability. This

is exclusive of any reimbursements for the goods received as provided for in the agreement.

12. GUARANTEE / WARRANTY

a)The guarantee / warranty period as mentioned in the tender shall be indicated along with the quote. Guarantee/Warranty shall commence from the date of installation and acceptance of the complete equipment supplied under the contract.

b)The Contractor shall guarantee / warranty that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.

c) If any defects are discovered therein or any defects therein are found to have developed under proper use, arising from faulty design, material or workmanship, the Contractor shall remedy such defects at their own cost provided the Contractor is called upon to do so by the Purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

d)If, in the opinion of the Purchaser, it becomes necessary to replace or rectify any defective stores, such replacement or rectification shall be made by the Contractor free of all costs to the Purchaser.

e)Should the Contractor fail to rectify the defects, the Purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

f)The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the Purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the guarantee / warranty period or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

g)All the replacement stores shall have guarantee / warranty from the date of receipt & acceptance of the stores at Purchaser's site.

13. ARBITRATION CLAUSE

If any dispute or difference or claims of any kind arises in connection with Contract, such dispute or difference or claim shall be referred by either party to the Arbitration. The Indian Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof, rules made there under and for the time being in force shall be applicable to the Arbitration. The arbitral tribunal shall consist of three arbitrators. Each party to the dispute shall appoint one arbitrator and the two arbitrators so appointed by the parties shall appoint the third arbitrator who shall act as the 'Presiding Arbitrator'.

Any party shall, after appointing an arbitrator within thirty days of arising of any dispute, request the other party in writing to appoint the second arbitrator. If such other party fails to appoint an arbitrator

within thirty days of receipt of the written request to do so, such arbitrator shall at the request of the first party, be appointed in accordance with Arbitration and Conciliation Act, 1996. If the two arbitrators appointed by or on behalf the parties fail to agree on the appointment of the third arbitrator within thirty days of the appointment of second arbitrator and if the parties do not otherwise agree, at the request of either party, the third arbitrator shall be appointed in accordance with Arbitration and Conciliation Act, 1996. If any of the arbitrators fails or is unable to act, his successor shall be appointed by the party or person who originally appointed such arbitrator in the manner set out in this clause as if he was the first appointment.

The decision of the arbitral tribunal shall be pronounced within four months unless otherwise extended by the parties, and in case of difference among the arbitrators, the decision of the majority shall be final and binding on the parties. The right to arbitrate disputes under this Contract shall also survive even after expiry or the termination of this Contract. The venue of arbitration proceedings pursuant to this clause shall be India at Ahmedabad and shall be conducted in the English language. Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all their obligations under this Contract without prejudice to a final adjustment in accordance with such award. Regarding fee and any other expenses incurred in connection with the arbitral proceedings and the arbitral award, the arbitral Tribunal shall have the discretion to determine (a) whether costs are payable by one party to another; (b) the amount of such costs; and (c) when such costs are to be paid.

14. COUNTER TERMS & CONDITIONS

Counter terms and conditions offered by the bidders shall not be deemed to have been accepted by the Purchaser unless specific written acceptance thereof is obtained from the Purchaser.

15. IMPORTANT NOTE

If any of the terms & conditions mentioned in this document is contrary to the RFP / Technical documents, then the terms mentioned in RFP / Technical documents shall prevail.

IT WILL BE DEEMED THAT BIDDERS HAVE NOTED AND ACCEPTED THE TERMS & CONDITIONS OF THE TENDER.

16. INDEMNITY

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of Design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and

the entire responsibility for sufficiency of all means used by him for the fulfillment of the contact.

17. INDIAN AGENTS

a)Offers made by Indian Agents on behalf of their Principals should be supported by the Proforma Invoice of their Principals indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.

b) Indian Agents while quoting on behalf of their principals shall attach valid authorization certificate from their Principal/OEM along with the bid.

c)If more than one agent/distributors are involved, a copy of certification from OEM mentioning the specific relationship among the vendors involved shall be submitted along with the bid.

d)In a tender either the Indian Agent on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

e)If an Indian agent submits bid on behalf of the Principal/OEM, the same Indian Agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

f)Agency Commission: The percentage / amount of agency commission included in the quoted price and payable to the Indian Agent of foreign suppliers shall be paid directly to the Indian Agent in equivalent Indian Rupees worked out on the basis of Telegraphic Transfer buying rate of exchange prevailing on the date of placement of Purchase Order and within 30 days from the date of receipt and acceptance of stores. In no case the agency commission shall be paid in foreign exchange.

18. ISSUE OF MATERIALS

If provided for in the PO/Contract, Purchaser may issue raw materials / semi-finished products / equipment / any other product to the contractor for the purpose of fabrication / repairs / calibration / testing against Bank Guarantee equivalent to the value of the item being issued and valid till receipt of the item by Purchaser.

19. LANGUAGE AND MEASURES

All documents pertaining to the Purchase Order including specifications, schedule, notice, correspondence, operating and maintenance instructions, drawings or other writings shall be written in English language. The metric system of measurement shall be used in the contract.

20. METHOD OF BID SUBMISSION

Supplier has to submit bid either as two part or single part as stated in tender. In case of two part tender, do not disclose any price or price related term in technical bid. If this is not followed, bid shall be rejected. Price bid of only those bidders whose technical bid is accepted shall be opened.

21. MODE OF DESPATCH:

Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the Purchaser.

22. NON RESPONSIVE BIDS

Bid received with NIL CONSIDERATION shall be considered as invalid bid.

23. OFFER VALIDITY

a)The offer should be valid for a minimum number of days, as mentioned below, from the date of opening of the bids.

Single Part Tender: 90 days
Two Part Tender: Part-1: 120 days & Part-2: 90 days from price bid opening.

During the validity period the bidder shall not revoke or cancel or vary the bid except and to the extent required by Purchaser. Purchaser will make all efforts to finalize the contract within the original bid validity. However, in case the contract is not finalized during the original bid validity then the bidder shall be requested to extend the bid validity.

24. Please upload the Technical Details / Catalogue / Data Sheets (wherever applicable). 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.

25. MSE BENEFIT

In order to avail of the benefits extended to by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid document signed by the General
Manager, District Industries Centre / UDYAM / NSIC Registration Certification along with your offer.

26. PACKING, FORWARDING & INSURANCE

a)The Contractor shall pack and crate all stores for road / rail / sea / air shipment suitable for tropical humid climate in accordance with standard practices and in such a manner so as to protect it from

damage and deterioration in transit. The contractor shall be held responsible for all damages due to improper packing.

b)The Contractor shall ensure that each box / unit of shipment is legibly and properly marked for correct identification. A copy of the invoice and packing list should invariably be kept inside each of the packages. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.
c)The Contractor shall notify the Purchaser the shipment details by fax / email.

d)The Contractor shall give complete shipment information concerning the net & gross weight, size, content of each package, etc. to the Purchaser.
e)Normally the Purchaser does not insure the goods. However, the necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.

f)In tune with the requirement of international plant protection convention of the FAO, UN the following has become mandatory with immediate effect.

1. All packing materials of any kind of plant origin used for packing shall require treatment including hear-kiln treatment at 56 degree centigrade for a minimum of 30 hours of methylbromide fumigation at 48g/cum for 32 hours of chemical impregnation as per international standards.
2. If the consignments are sent without the aforesaid certificate, all demurrages and other charges for treatment etc. will be to the account of the suppliers.
3. This aspect also should be taken care of while submitting the offers.
4. If the packaging material being used for your product does not come under the category ''material of plant origin'' (i.e. Leaves, grass, wood etc.) Please certify the same in your quote and ignore the above instructions. However, the same should be ascertained at the time of actual shipment if the order is awarded to you.

27. PAYMENT TERMS

a) Normally 100% of the Contract/PO value will be made within 30 days of receipt, installation (wherever applicable) & acceptance of the material at Purchaser's site.

b) Other terms of payment like Sight Draft/Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon in case of foreign suppliers.

c) The Sight Draft / Letter of Credit will be operative on presentation of the under mentioned documents:

1. Original Bill of Lading / Airway Bill
2. Commercially certified invoices in triplicate, describing the stores delivered, quantity, unit rate and their total value. The invoice should indicate discounts, and Agency Commission if any separately.

3. Packing List showing individual dimensions and weight of packages.
4. Country of Origin Certificate in duplicate.
5. Test Certificate.
6. Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.
7. Warrantee and guarantee Certificate/s.

d) For any Services, payment will be made after satisfactory completion of the services and certification to that effect from the Purchaser.

e) Our Bankers are State Bank of India (IFSC: SBIN0002651), Gujarat University Branch, Ahmedabad, Gujarat -380 015, India.

f) Any other payment terms offered by the bidders may be considered by the Purchaser provided that all such payments shall be against receipt of the items / completion of service / identified verifiable milestones. Advance payment, if any, shall not exceed 30% of the contract value to private firms and 40% of contract value to a State or Central Government agencies or a Public Sector Undertaking. In case of maintenance contracts, the advance payment shall not exceed the amount payable for 6 months under the contract. Advance payments shall be against Bank Guarantee of equivalent value from any Commercial Bank in India / International Bank of repute, valid till 60 days beyond the receipt and acceptance of the product / completion of service.

g) Purchaser shall bear the Bank charges payable to their Bank, the Contractor shall bear the Bank charges payable to their Bank.

h) Import Export Code: 0100000011

28. PERFORMANCE BANK GUARANTEE (WARRANTY BOND)

Wherever products offered carry warranty, the warranty should be for duration mentioned in the tender or as per manufacturers standard warranty term. Against such cases, please confirm submission of Performance Bank Guarantee. The Performance Bank Guarantee should be for 3% of the order value covering the warranty period obtained from any Scheduled Bank Non Judicial Stamp Paper of appropriate value and should be valid beyond 2 months from the completion of the warranty period. Alternately vendors can request for withholding 3% payment till completion of the warranty period.

29. PORT OF ENTRY:

For Air shipments: AHMEDABAD
For Sea Shipments: NHAVA SHEVA/Mumbai Seaport

30. RECOVERY OF SUM DUE

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under the Contract against the Contractor, the Purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the Purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the Purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the Purchaser are finally adjudicated upon and paid by the Contractor.

31. REJECTION

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period specified by the Purchaser, the Purchaser or their representative has, at their discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

32. REPLACEMENT

If the stores of any portion thereof is damaged or lost during transit the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the stores.

33. RISK PURCHASE

Where timely delivery of goods/services is of prime importance and where the vendor fails to fulfill their contractual obligations, the Purchaser shall have an option to complete the contract/procurement at the risk and expense of the contractor. Wherever the risk purchase clause in invoked by the Purchaser, the contractor will be liable to pay the additional amount, if any, incurred by the Purchaser as against the value of the Purchase Order/Contract. Prior to resorting to risk purchase the Purchaser shall consider impact of the default by the contractor, opportunities given to the contractor as available in the PO/Contract, proper notice to the contractor to invoke risk purchase clause and method of recovering the additional amount spent by the Purchaser.

34. PERFORMANCE SECURITY
SECURITY DEPOSIT

a) Wherever the offer value is Rs. 5.00 Lakhs or above, the successful bidder shall submit Performance Security along with the acknowledgement of Purchase Order/Contract, as per the format provided by the Purchaser, for 3% of the Purchase Order/Contract value through Bank Guarantee or Fixed Deposit Receipt or e-PBG or Insurance Bond for satisfactory execution of the Purchase Order/Contract. The Performance Security shall be valid for 60 days beyond the completion of the contractual obligations. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor. In case if Security Deposit is submitted and the contractor fails to execute the order, then the security deposit will be forfeited. Central PSUs / PSEs /Autonomous Bodies shall be exempted from submitting Performance Security. However, they shall be required to submit an Indemnity Bond in lieu of Performance Security.

b)Non-submission of Performance Security will entail cancellation of Purchase Order/Contract and any other action deemed fit by the Purchaser. The Performance Security will be returned to the Contractor,without any interest, after completion of all Contractual/Purchase Order obligations.

35. Note: SD, LD and PBG clauses are mandatory and offers of the vendors who have not agreed for the above conditions will be excluded from the procurement process. Micro and Small Vendors are not exempted from the submission of Security Deposit. Only Govt Departments/PSUs/PSEs can submit Indemnity Bond instead of Bank Guarantee towards SD/PBG.

36. SECURITY INTEREST

On each item to be delivered under the Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, Purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the Purchaser in accordance with the terms of the Contract. Such security interest of the Purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity.

37. SHIPPING MARKS:

The mark on the shipping documents such as invoice, airway bill / bill of lading and on the packages should be as follow:

PURCHASE ORDER /CONTRACT NO. .....
DATED .....

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE, PHYSICAL RESEARCH LABORATORY
Destination: .....
Port of Entry: .....

38. TAXES AND DUTIES

a)Taxes and Duties shall be distinctly shown in the offer.

b) Custom Duty Concession Certificate under Customs Notification No. 51/96 dated 23-07-1996 (as amended from time to time) applicable for Research Institutions shall be provided by PRL on demand. The supplier has to provide clear details of bill of material as per contract. Copy of Import invoice and Airway bill to be provided for seeking the above certificate. Please state clearly in the offer that this certificate is required. Amount of duty payable after issuance of Custom Duty Concession Certificate shall be borne by the seller only.

39. TERMINATION

Under the normal circumstances, Termination/Short Closing of the Contract is not foreseen. However, PRL reserves the right to terminate the Contract in whole or in part by giving 30 days prior notice under the following circumstances:

1. For repeated non-performance in the execution of Contract.
2. If the contractor / Service Provider is found to have made any false or fraudulent declaration of statement to obtain the Contract or found to be indulging in unethical or unfair trade practices.
3. When both the Parties mutually agree for termination.
4. If the Contractor fails to perform any other obligations under the Contract.
5. If the Contractor becomes bankrupt or otherwise insolvent.
6. Owing to deficiency of service, breach of Contract.
7. For inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/ integrity, etc., at any point of time during the Contract period.
8. Any special circumstances, which must be recorded to justify the Cancellation of the Contract.

40. TERMS FOR TECHNICAL-BID & PRICE-BID

a)The price quoted shall be firm and fixed. At the option of the Purchaser, in case of long term contracts where the input cost and other factors are subject to changes, price variation may be accepted as per price variation formula, if specifically mentioned in the RFP/Tender.

b)In a two part tender [Part-1: Techno-commercial bid and Part-2: Financial bid], initially only the techno-commercial bids would be opened and evaluated. The financial bids will be opened only for the

bids which successfully meet the qualification criteria and techno-commercial criteria. The bid will be rejected if price of any nature is included in Part-1 [Techno-commercial bid].

c)Bidders shall note that the entries for rate, taxes & duties, freight and any other levy shall be entered only in the relevant fields as provided in the price bid form / vendor specified terms.

d) If specifically mentioned in the tender document/RFP, only the authorized dealers/agents/representatives of original manufacturers shall submit the quotation with documentary evidence.

e)All available technical literature, catalogues and other data in support of the specifications and details of the items shall be furnished along with the offer.

f) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available, the same shall also be indicated in the offer.

g) Stores offered shall strictly conform to the tender specifications. Deviations, if any, shall be clearly indicated by the bidder in the quotation. The bidder shall also indicate the Make/Model number of the stores offered. Test Certificates, wherever necessary, shall be forwarded along with supplies. Wherever options have been called for in our specifications, the bidder shall address all such options.

h)Any drawings, specifications, end use, etc., which are part of the tender document shall not be disclosed by the bidder to any third party.

i)Tender number shall be mentioned in all correspondence.

41. TRAINING:

The Contractor shall, if required by the Purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel and for their active association on the manufacturing processes throughout the manufacturing period of the Contract / stores. Number of such personnel to be mutually agreed upon.

42. ULTIMATE CONSIGNEE:

The Stores Officer
Central Stores,
Physical Research Laboratory (PRL),
Near Gujarat University, Navrangpura
Ahmedabad

43. SETTLEMENT OF DISPUTES

All disputes between the Buyer and the Seller will be settled as below:
Arbitration:
A. For Imported supplies: In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (b) below. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. of the Tender Document, in the case of a dispute between the purchaser and a Foreign Supplier.
B. For indigenously supplied items: (if applicable): In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments. There of shall
apply to the arbitration proceedings. The dispute shall be referred to the Director, PRL and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this
order (ii) The venue of the arbitration shall be the place from where the purchase order or contract is issued.
(iii) Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any due to the Supplier.

44. In case of a tie at the lowest bid (L-l) position between two or more start-up / non-start-up bidders. It must be first determined whether it is a case of Cartel formation or anti-competitive practices, as per para 7.6.8 of Manual for Procurement of Goods, the order shall be placed on the L1 bidder having a higher turnover in the previous financial year. In case there is a tie at the lowest bid (L-1) position between only startup bidders and none of them has past turnover, the order will be placed on the startup that was registered earlier with the Department of Industrial Promotion and Policy.

2. Certificate on compliance fo rule 144(XI) of GFR 2017

1. (On Sellers letterhead)
EGPS Tender No. _____

Country of Origin of quoted items / services : _____

Land Border Compliance as per DOE No. F.7/10/2021-PPD(1) dated 23-02-2023:

I HAVE READ THE CLAUSE REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER

OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA.
1.I CERTIFY THAT THIS BIDDER IS NOT FROM SUCH A COUNTRY.

2.(OR IF FROM SUCH A COUNTRY) BIDDER HAS BEEN
REGISTERED WITH THE COMPETENT AUTHORITY : _____ (YES / NO / NA)

3.I HEREBY CERTIFY THAT THIS BIDDER FULFILLS ALL REQUIREMENTS IN THIS REGARD AND IS ELIGIBLE TO BE CONSIDERED. (WHERE APPLICABLE , EVIDENCE OF VALID REGISTRATION BY THE COMPETENT AUTHORITY SHALL BE ATTACHED).

4.I HAVE READ THE CLAUSE REGARDING THE RESTRICTIONS ON PROCUREMENT FROM A BIDDER HAVING TRANSFER OF TECHNOLOGY (TOT) ARRANGEMENT. I CERTIFY THAT THIS BIDDER DOES NOT HAVE ANY TOT ARRANGEMENT REQUIRING REGISTRATION WITH THE COMPETENT AUTHORITY

OR

I HAVE READ THE CLAUSE REGARDING THE RESTRICTIONS ON PROCUREMENT FROM A BIDDER HAVING TRANSFER OF TECHNOLOGY (TOT) ARRANGEMENT. I CERTIFY THAT THIS BIDDER HAS VALID REGISTRATION TO PARTICIPATE IN THIS PROCUREMENT

I HEREBY CERTIFY THAT I FULFILL ALL THE CONDITIONS MENTIONED IN DOE OM No. F.7/10/2021-PPD(1) dated 23-02-2023 AND I ADHERE TO THE OM AND THE AMENDMENTS ISSUED IN THIS REGARD FROM TIME TO TIME.

Date:Seal and Signature of Bidder
Contact number:

3. Certificate of Make In India clause for compliance as Class I and Class II supplier

1. Mandatory Document To Be Filled In & Submitted Along With The Bid Duly Signed By The Authorized Signatory
Self-Certification under preference to Make in India order Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16 Sep 2020 issued by Ministry of Commerce and Industry and subsequent amendment vide order No. P-45021/2/2017-PP(BE-II)?Part(4)Vol.II dt. 19 Jul 2024, we hereby certify that we.
M/s_____ are local supplier meeting the requirement of minimum local content (*) (i.e. amount of value addition) _____% as defined in above orders for the item/s against GeM Bid No/Enquiry/EGPS Tender No. _____.
Further we M/s (Name of the firm/Bidder) undertake to produce relevant records (like Bill for Entry, Custom Duty Challan, Bill of Material with relevant cost, cost of import services, Invoice, Payment Vouchers, Purchase Orders, Agreements, Contract etc if any) before the procuring

authority or any authority so nominated by the Physical Research Laboratory, a unit of Dept of Space, Government of India for the purpose of assessing the local content.
Cost of locally sourced imported items (inclusive of taxes) along with break up on licences/royalties paid/technical expertise cost etc. sourced from outside India shall be submitted in % terms. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
Details/Breakup of local content & location at which local value addition is made for the item/s are as follows:
Sr. NoDescription of item with local contentQtyType/Nature of Value additionPercentage of Local Content to Total Bid Price without levies (Only % to be indicated)Details of Location(s) in India where local value addition is made

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rules 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
I/We certify that Transportation, Insurance, Installation, Commissioning, Training & other after Sales Service Support like AMC/CMC, etc., not claimed as a Local Value Addition#.
For and on behalf of _____ (Name of the firm/entity /Bidder
Authorized signatory (To be duly authorized by the Board of Directors / Owner Proprietor)

Signature with Name, Designation and Contact No

(*) Local content: means the amount of value added in India i.e. total value of the item (excluding local taxes) minus the value of import content in the item (including customs duty) as a proportion of the total value of the item, in percent. Imported items sourced locally from re-sellers/distributors shall be excluded from calculations of local content. The license fees/royalties paid/technical charges paid out of India shall be excluded from local content calculation. Further procurement /supply of repackaged/refurbished /rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content.

(#)Note: Certificate should quantity the percentage of local content of the offered product as mentioned above. It should also indicate the location at which the value addition is made. However, claiming the services such as transportation, insurance, installation, commissioning, training & other after sales service support like AMC/CMC, etc., shall not be considered as local content as per OM N.P-45021/102/2019-BE-II-Part (1) (E-50310) dated: 04/03/2021 issued by Ministry of Commerce and Industry, DPIIT.

C. Bid Templates

C.1 Technical Bid - Membrane Inlet Mass Spectrometer(MIMS)

1. Mass Spectrometer

Item specifications for Mass Spectrometer

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Target species analysis	The system should be able to measure partial pressure of N2, Argon, O2, CO2, CH4 in seawater and freshwater samples.	Yes / No / Explain		
2	Target isotopes species analysis	The system should also be able to measure different isotopes of dissolved gases N2, Argon, O2 CO2, CH4 in seawater and freshwater samples.	Yes / No / Explain		
3	Operating power	The equipment should be compatible with 220-240 Volts at 50 Hz power supply, i.e Indian standard.	Yes / No / Explain		
4	Mass range	High-performance quadrupole system with a range of 1-200/300 amu.	Yes / No / Explain		
5	Detectors	Equipped with dual Faraday /electron multiplier detectors.	Yes / No / Explain		
6	Filament	Twin filament type (one active, one standby) to ensure continuity if the primary filament fails.	Yes / No / Explain		
7	Detection range	Minimum Detection Limit of 0.1 ppm or better.	Yes / No / Explain		
8	Isotopic precision	Isotopic Precision: <10‰ for all the isotopic composition of gases (e.g., δ15N of N2, δ13C of CH4)	Yes / No / Explain		

9	Mass resolution	The equipment should be able to resolve mass difference of 1amu or better.	Yes / No / Explain		
10	Analysis rate	Requiring less than 500 milliseconds per mass.	Yes / No / Explain		
11	Vacuum pump	High-performance pumping system (more than 70 l/s turbo pump) for vacuum attainment.	Yes / No / Explain		
12	Vacuum system	Vacuum system should be equipped with membrane pump, turbo controller, autovent valve, vacuum manifold with sample inlet prob and inlet heater, total pressure gauge and controller for UHV confirmation.	Yes / No / Explain		
13	Safety interlocks	Total pressure gauge and interlocks to provide protection for the mass spectrometer in case of over pressure.	Yes / No / Explain		
14	Interlocks	Fast acting shut off valve between the dissolved species probe and mass spectrometer manifold to protect the mass spectrometer in case of membrane failure. The valve is interlocked with the integral UHV pressure gauge	Yes / No / Explain		
15	Main inlet	Direct membrane inlet probe for analysis of dissolved species in fermentation cultures, soil , water (seawater and freshwater) samples, and general applications where analysis of dissolved species in liquid sample is required.ressure gauge	Yes / No / Explain		

16	Additional probe	Two Flow through probe,one is circular carrier type, with liquid flow connections. for analysis of rare earth gases, in groundwater studies.and another is low flow design for denitrification studies, should be provided. Along with thermocouple and any additional accessory required for this analysis.	Yes / No / Explain		
17	Software	Fully computer-operated with legal, certified software for gas species selection and data processing with life time validity and with unlimited installation rights in case of computer failure or need to change computer.	Yes / No / Explain		
18	Warranty	36 months onsite warranty from the date of installation and acceptance at our site, with options for extensions.	Yes / No / Explain		
19	Training	On-site installation by trained engineers and comprehensive training for laboratory staff on maintenance and servicing.	Yes / No / Explain		
20	Pre-installation requirements	The vendor must provide pre-installation requirements along with the tender, clearly specifying space and dimensional requirements	Yes / No / Explain		
21	Documents	The vendor must provide detailed technical brochures, compliance statement (Yes/No) against each specification	Yes / No / Explain		

22	Additional details	The vendor must provide the brand name and product code of offered product along the list of accessories.	Yes / No / Explain		

Document : Specifications

Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Target species analysis	The system should be able to measure partial pressure of N2, Argon, O2, CO2, CH4 in seawater and freshwater samples.	Yes / No / Explain		
2	Target isotopes species analysis	The system should also be able to measure different isotopes of dissolved gases N2, Argon, O2 CO2, CH4 in seawater and freshwater samples.	Yes / No / Explain		
3	Operating power	The equipment should be compatible with 220-240 Volts at 50 Hz power supply, i.e Indian standard.	Yes / No / Explain		
4	Mass range	High-performance quadrupole system with a range of 1-200/300 amu.	Yes / No / Explain		
5	Detectors	Equipped with dual Faraday /electron multiplier detectors.	Yes / No / Explain		
6	Filament	Twin filament type (one active, one standby) to ensure continuity if the primary filament fails.	Yes / No / Explain		
7	Detection range	Minimum Detection Limit of 0.1 ppm or better.	Yes / No / Explain		
8	Isotopic precision	Isotopic Precision: <10‰ for all the isotopic composition of gases (e.g., δ15N of N2, δ13C of CH4)	Yes / No / Explain		
9	Mass resolution	The equipment should be able to resolve mass difference of 1amu or better.	Yes / No / Explain		

10	Analysis rate	Requiring less than 500 milliseconds per mass.	Yes / No / Explain		
11	Vacuum pump	High-performance pumping system (more than 70 l/s turbo pump) for vacuum attainment.	Yes / No / Explain		
12	Vacuum system	Vacuum system should be equipped with membrane pump, turbo controller, autovent valve, vacuum manifold with sample inlet prob and inlet heater, total pressure gauge and controller for UHV confirmation.	Yes / No / Explain		
13	Safety interlocks	Total pressure gauge and interlocks to provide protection for the mass spectrometer in case of over pressure.	Yes / No / Explain		
14	Interlocks	Fast acting shut off valve between the dissolved species probe and mass spectrometer manifold to protect the mass spectrometer in case of membrane failure. The valve is interlocked with the integral UHV pressure gauge	Yes / No / Explain		
15	Main inlet	Direct membrane inlet probe for analysis of dissolved species in fermentation cultures, soil , water (seawater and freshwater) samples, and general applications where analysis of dissolved species in liquid sample is required.ressure gauge	Yes / No / Explain		

16	Additional probe	Two Flow through probe,one is circular carrier type, with liquid flow connections. for analysis of rare earth gases, in groundwater studies.and another is low flow design for denitrification studies, should be provided. Along with thermocouple and any additional accessory required for this analysis.	Yes / No / Explain		
17	Software	Fully computer-operated with legal, certified software for gas species selection and data processing with life time validity and with unlimited installation rights in case of computer failure or need to change computer.	Yes / No / Explain		
18	Warranty	36 months onsite warranty from the date of installation and acceptance at our site, with options for extensions.	Yes / No / Explain		
19	Training	On-site installation by trained engineers and comprehensive training for laboratory staff on maintenance and servicing.	Yes / No / Explain		
20	Pre-installation requirements	The vendor must provide pre-installation requirements along with the tender, clearly specifying space and dimensional requirements	Yes / No / Explain		
21	Documents	The vendor must provide detailed technical brochures, compliance statement (Yes/No) against each specification	Yes / No / Explain		
22	Additional details	The vendor must provide the brand name and product code of offered product along the list of accessories.	Yes / No / Explain		

Supporting Documents required from Vendor

1. OEM Authorization certificate,

2. Land Border Certificate

3. MII certificate if any bidders claim for preference

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	On site installation, warranty and user training.	Yes / No / Explain	
2	Brand New item only, not refurbished.	Yes / No / Explain	
3	PO ordering address in full with Contact Persons Name, E-mail id, Phone No.	Yes / No / Explain	
4	Name and address of the Indian Agent, with e-mail ID (if any)	Yes / No / Explain	
5	Percentage of agency commission included in the quoted price payable in Indian Rupees only directly to the Indian Agent.	Yes / No / Explain	
6	Email ID of Authorized Contact Person (In case of any query)	Yes / No / Explain	
7	Validity of the offer - 120 days from the date of opening of tender	Yes / No / Explain	
8	Terms of Delivery [FOR Destination / INCOTERMS 2020]	Yes / No / Explain	
9	Delivery Period from the date of PO	Yes / No / Explain	
10	Warranty Period (Starts from the date of installation and commissioning)	Yes / No / Explain	
11	Payment [Within 30 days after receipt and acceptance of item at our site].	Yes / No / Explain	
12	Country of Origin of the offered product/Services	Yes / No / Explain	

13	Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original / re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value. Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).	Yes / No / Explain	
14	Security Deposit: Security Deposit: Security deposit at 3 percent of contract value to be submitted within 15 days from award of contract for delivery period plus installation (if any) plus 2 months to be submitted in the form of insurance surety bond or account payee demand draft or bank guarantee or e- bank guarantee or online payment or fixed deposit receipt from Nationalised bank. In case of BG, obtain the format from buyer. SD applicable if value of offered goods or service is more than 5 Lakh	Yes / No / Explain	
15	Performance Security at 3 percent of contract value for warranty or support period plus 2 months to be submitted in the form of insurance surety bond or account payee demand draft or bank guarantee or e- bank guarantee or online payment or fixed deposit receipt from Nationalised bank. In case of BG, obtain the format from buyer. You can submit a combined BG for sl. no. 14 and 15	Yes / No / Explain	
16	This tender is proposed as a Global Tender. Foreign vendor or Non Local suppliers are allowed to participate. The bids can be submitted in any currency.	Yes / No / Explain	

17	Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India on MII and MSEs. The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self certification that the item (s) offered meets the local content requirement for Class-I / Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made. Certification has to be provided as sample certificate provided with the tender document.	Yes / No / Explain	
18	Class -I/Class-II local suppliers as per make in India policy are eligible to participate in the bid. 2.The percentage of local content should be specifically mentioned in the offer for purchase preference, 3. Preference will be given to class-I Local Supplier/MSE eligible suppliers and in their absence, class-II / non MSE local Local supplier will be considered	Yes / No / Explain	
19	In case of vendors quoting imported product, price mentioned in the bid towards services such as transportation, insurance, installation, commissioning, training and after sales services support AMC / CMC / Extended warranty etc, will not be considered for local value addition.	Yes / No / Explain	
20	In case of TWO-PART tender i.e. Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be submitted separately. All technical and commercial terms and conditions shall be furnished in the Techno-Commercial Bid while price shall be indicated only in the Price Bid. Uploading price details anywhere else other than the price-bid shall lead to unconditional rejection of the tender. Please make note of the same. Tenderers are advised NOT TO UPLOAD any documents revealing the price of the main equipment, accessories, spares or AMC in technical & Commercial bid. They are however, requested to upload UNPRICED BIDS (i.e. Price details masked) showing appropriate breakup of components of main equipment, individual accessories and spares as desired.	Yes / No / Explain	

21	Technical Bids will be opened at the scheduled due date & time. No further intimation will be sent in this regard. The schedule for price bid opening shown is only indicative. Price bids will only be opened in the case of parties who have been techno-commercially accepted, the details of which will be communicated at a later stage	Yes / No / Explain	
22	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India published through DoE OM No 6/18/2019-PPD Dt 23 Jul 20; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.	Yes / No / Explain	
23	Custom Duty Concession Certificate under Customs Notification No. 51/96 dated 23-07-1996 (as amended from time to time) applicable for Research Institutions shall be provided by PRL on demand. The supplier has to provide clear details of imported bill of material as per contract for issue of CDEC. Copy of Import invoice and Airway bill to be provided for seeking the above certificate. Please state clearly in the offer that this certificate is required. Amount of duty payable after issuance of Custom Duty Concession Certificate shall be borne by the seller only.	Yes / No / Explain	
24	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 %	Yes / No / Explain	
25	Offer of the bidder is liable to be rejected if they do not upload any of the certificates / documents sought in the tender document (Like Land Border and Make in India Certificate, if applicable) and Corrigendum if any	Yes / No / Explain	
26	Jurisdiction -The contract shall be governed by and interpreted in all respects in accordance with the laws of India and jurisdiction shall lie in the courts of Ahmedabad, Gujarat India.	Yes / No / Explain	

27	SETTLEMENT OF DISPUTES-All disputes between the Buyer and the Seller will be settled as below:Arbitration:A. For Imported supplies: If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India. For indigenously supplied items: (if applicable): In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments. There of shall apply to the arbitration proceedings. The dispute shall be referred to the Director, PRL and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order (ii) The venue of the arbitration shall be the place from where the purchase order or contract is issued. (iii) Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any due to the Supplier.	Yes / No / Explain	

28	Force Majeure Clause: (a) Neither party shall bear responsibility for the complete or partial non-performance of any of his obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Purchase Order/Contract) if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, acts of the Government either in its sovereign or Contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract.(b) In circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended. (c) The party for whom it has become impossible to meet the obligation under this Contract due to force majeure condition, will notify the other party in writing not later than twenty one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the Physical Research Laboratory in writing, the contractor/supplier shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event. (d) Any certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances. (e) In case of failure to carry out complete or partial performance of an obligation for more than sixty days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability. This is	Yes / No / Explain	

	exclusive of any reimbursements for the goods received as provided for in the agreement.		
29	Any other Terms and Conditions	Yes / No / Explain	
30	GeM Seller ID (if applicable)	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Mass Spectrometer	1.00 Nos.		-		