

Bid Document

Bid Details	
Bid End Date/Time	11-08-2021 11:00:00
Bid Opening Date/Time	11-08-2021 11:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	70 (Days)
Ministry/State Name	Ministry Of Science And Technology
Department Name	Department Of Biotechnology (dbt) Government Of India
Organisation Name	National Institute Of Animal Biotechnology (niab) Hyderabad Andhra Pradesh
Office Name	Main Office Telangan State South
Total Quantity	2
Item Category	5 Digit Balance With 21 CFR Part 11compliance
Minimum Average Annual Turnover of the Bidder	2 Lakh (s)
OEM Average Turnover (Last 3 Years)	5 Lakh (s)
Years of Past Experience required	1 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	50 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	450000
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15%

(Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

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

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

5 Digit Balance With 21 CFR Part 11compliance (2 set)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Santosh Namdeo	500032,National Institute of Animal Biotechnology (NIAB), Opp. Journalist Colony, Near Gowlidoddy,Extended Q City Road, Gachibowli, Hyderabad, Telangana, India PIN: 500 032	2	30

Buyer Added Bid Specific Additional Terms and Conditions

1. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
2. 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 %.
3. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
4. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
5. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of

bunch bids, the primary product having highest value should meet this criterion.

6. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
7. Scope of supply includes Training: Number of employees to be trained 2 , Place for Training NIAB HYDERABAD and Duration of training 2 days.
8. The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.
Applicable Concessional rate of GST : 5%
Notification No.and date : National Institute of Animal Biotechnology is registered with the Department of Scientific and Industrial Research (DSIR) Vide Reg. No. TUN/RG-CDE (1175)/2020 dt 28-08-2020 valid up to 31.08.2025 for purposes of availing Customs Duty , GST exemptions in terms of Notfn. No. 51/96- Customs dt. 23 .07.1996, Notfn. No. 28/2003 Customs dt. 01.03 .2003, Notfn. No. 43/2017- Customs dt. 30.06.2017 & Notfu. No. 47/2017- Integrated Tax (Rate) dt. 14.11.2017, Notfn. No. 10/2018-Integrated Tax (Rate) dt. 25.01.2018 and Notfn. No. 45/2017- Central Tax (Rate) dt. 14.11.2017, Notfn. No. 45/2017- Union Territory Tax (Rate) dt. 14.11.2017 & Notfn. No. 9/2018- Central Tax (Rate) dt. 25 .01.2018, Notfn. No. 9/2018- Union Territory Tax (Rate) dt. 25.01.2018, as amended from time to time for research purposes only. Bidders Must CHECK & Quote CORRECT Applicable GST & Custom bonded warehouse price (if any) Duty Free/Concessional Duty as applicable as per rules/Notification as amended from time to time. dated 14/11/2017
9. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
10. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: Bidder must submit Quotation WITHOUT PRICE/ itemize BOQ without Price for all below requirements along with main item failing which your bid will be rejected. BID COST must include all this requirement. i) Total 02 printer along with Balances (ii) include IQ OQ PQ documentation in Bid Cost & Total 3 Yrs CMC, 2 Yrs AMC), .
11.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
12. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
13. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
14. **IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
15. **Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

16. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
17. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
18. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
19. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
20. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
21. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Submit Technical Brochure, Product Catalogue for checking Specification Compliance, Item wise BOQ/Quotation WITHOUT PRICE, List of 03 installations/PO copies, OEM Authorization, ISO/CE/BIS/ISI/Other certification (if any).
22. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope Warranty /CMC must include - Repair or Replace a defective Product/Part free of cost along with Service and Parts during warranty period .Total warranty required = 3 Yrs (CMC) . Post warranty Total AMC required =2 yrs (only service) . THE COST OF THIS TOTAL CMC & AMC MUST BE INCLUDED IN BIDDING COST. (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)
23. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
24. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
25. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
26. Buyer Added text based ATC clauses

Ø Please Check Bid ATC & Specification, other terms to understand all requirements as per this Bid. Bidder to check BID-ATC & quote product equivalent/better specification in compliance with specification given in this BID GeM with all other requirements mentioned in this Bid ATC failing which your bid will be rejected.

Ø Bidder must upload the document of Total Scope of supply (without Price) Item wise list with Cat Number, Item Name, A/U, Qty etc (Quotation/Technical Bid/BOQ but without mentioning price) giving details of all items to be supplied as per BID ATC requirement failing which your bid will be rejected. Do not mention price of any items on any of these documents of scope of supply otherwise your bid will be rejected. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, other accessories & requirement mentioned in this Bid ATC must be part of supply and cost should be included in bid price submitted on Gem.

Ø Eligibility: (a) The Bidder must be a Manufacturer or its authorized Agent. (b) The Manufacturer should have supplied in last Five years from the date of Bid Opening, at least 3 users (Government funded institute /Private institute) of the similar item(s) performing similar function which has been meeting major specification parameters which is functioning satisfactorily anywhere. Bidder shall furnish Satisfactory Performance Certificate in respect of above. Bidder to submit at least 03 PO copies/installation certificate of same/similar item quoted against this Bid. The PO copies can be on Bidder name or OEM name or any authorised supplier by OEM. This is to ensure that this item has been used by at least 3 users anywhere in India. Bidder must submit Authorisation certificate by Manufacturer (OEM) of the item quoted.

Ø **PERFORMANCE SECURITY 3% OF TOTAL VALUE OF THE CONTRACT IS APPLICABLE FOR THIS BID.**

Performance Security can be submitted in the form of DD / FDR / Bank guarantee (BG) issued/confirmed from any of the commercial banks in India as per NIAB format/ in an acceptable form, safeguarding the NIAB interest in all respects. Performance Security is to be furnished by Bidder within 30 days after award of contract / Date of installation after complete supply. **Contract Payment will be made only after receipt of Performance Security.** PS/PBG should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. The Performance Security will be forfeited and credited to the Buyer's account in the event of a breach of contract by the Bidder. It will be refunded to the bidder without interest, after completion of the contract in all respects including the warranty under the contract.

Ø If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidity damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.

Ø Packing: (i) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit (ii)The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency. Supply, Unloading and shifting of instrument/items to earmarked location, installation, testing will be in bidder's scope. The Bid price should be quoted including all. The transit insurance is in Bidders Scope. Pre dispatch inspection must be done by Bidder/OEM at factory site & Post-Receipt Inspection will be carried by NIAB inspection Committee/Technical Officer & End User/concerned authorities.

Ø Payment: - There is no advance payment provision for this BID. Our rules do not permit any advance payment either direct or through a bank. However, payment of your bill will be made after receipt of the articles in good condition & successful installation by way of Wire Transfer as per PO Order Terms & conditions. Payment will be made after complete supply and installation, testing, inspection and acceptance of competent authorities.

Ø GST :- National Institute of Animal Biotechnology is registered with the Department of Scientific and Industrial Research (DSIR) Vide Reg. No. TUN/RG-CDE (1175)/2020 dt 28-08-2020 valid up to 31.08.2025 for purposes of availing Customs Duty , GST exemptions in terms of Notfn. No. 51/96-

Customs dt. 23 .07.1996, Notfn. No. 28/2003 Customs dt. 01.03 .2003, Notfn. No. 43/2017- Customs dt. 30.06.2017 & Notfn. No. 47/2017- Integrated Tax (Rate) dt. 14.11.2017, Notfn. No. 10/2018-Integrated Tax (Rate) dt. 25.01.2018 and Notfn. No. 45/2017- Central Tax (Rate) dt. 14.11.2017, Notfn. No. 45/2017- Union Territory Tax (Rate) dt. 14.11.2017 & Notfn. No. 9/2018- Central Tax (Rate) dt. 25 .01.2018, Notfn. No. 9/2018- Union Territory Tax (Rate) dt. 25.01.2018, as amended from time to time **for RESEARCH PURPOSES only and for Such cases GST is 5 % only. BIDDERS MUST CHECK THIS NOTIFICATION** & Quote CORRECT Applicable GST /Custom bonded warehouse price (if any) Duty Free/Concessional Duty as applicable as per rules/Notification as amended from time to time.

- Ø The bidding cost must include the cost of Total warranty & AMC as required/ mentioned in Bid ATC. Please check BID ATC for **Warranty & AMC requirement**

- Ø Every care has been taken to ensure that the contents of this DOCUMENT/BID ATC are accurate and updated/ in compliance with latest rules, in case of any conflict between the provisions stipulated in this document and in GFR 2017 / The prevailing laws by GOI, Competent authority of NIAB will follow the latest rules /laws /Amendment applicable to NIAB issued by GOI. This BID requires compliance with OM No F.No.6/18/2019-PPD dated 23rd/24th July 2020 (Public Procurement 1, 2 and 3) issued by Ministry of Finance, Department of Expenditure, Public Procurement Division and any further change / Amendment w.r.t this OM regarding Eligibility of bidders from specified countries. Bidders to submit all relevant information available with them in this regard for this BID. The competent authority reserves the right to ask all relevant, supporting documents from bidder at any stage of this process & BID will be rejected in case of failure to submit the required documents within stipulated time for compliance with any of Provision of GFR / Any applicable latest law / Rule issued by GOI applicable to NIAB. The decision of the competent authority of NIAB will be treated as final in this regard/ Dispute if any.

- Ø The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction Hyderabad.

- Ø ***Please read whole Bid Document & all Terms and conditions carefully and submit your Bid with all required documents. Non-compliance to Bid Terms/ Non submission of required documents will result in rejection of your Bid.***

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions.](#)

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.

---Thank You---