

Bid Document

Bid Details	
Bid End Date/Time	03-08-2022 21:00:00
Bid Opening Date/Time	03-08-2022 21:30:00
Bid Offer Validity (From End Date)	75 (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	Multi Block PCR machine , UPS
BOQ Title	Supply installation of items as per Bid Terms Multi Block PCR Machine
Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)
OEM Average Turnover (Last 3 Years)	10 Lakh (s)
Years of Past Experience Required for same/similar service	3 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
Primary product category	Multi Block PCR machine
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	500000
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	Yes
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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. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry

for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Purchase preference 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.

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

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 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.

Multi Block PCR Machine

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	1	45

UPS

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Scope of Supply

Scope of supply includes Training: Number of employees to be trained 2 , Place for Training NIAB HYDERABAD and Duration of training 2 days.

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

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.

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

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

K.

Nominated Inspection Agency; Pre dispatch - By Bidder or By OEM at factory site Post Receipt Inspection at consignee site before acceptance of stores: Post-Receipt Inspection -By NIAB inspection Committee/Technical Officer End User/concerned authorities.<o:p></o:p></p><p class="MsoListParagraphCxSpMiddle" style="margin-bottom: 12pt; text-align: justify; line-height: normal; background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;"> </p><p class="MsoListParagraphCxSpMiddle" style="text-align:justify"> </p><p class="MsoListParagraphCxSpMiddle" style="text-align:justify;text-indent:-18.0pt; mso-list:l0 level1 lfo1"><!--[if !supportLists]-->L. <!--[endif]-->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% Or As Applicable As Per Current Rule 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.<o:p></o:p></p><p class="MsoListParagraphCxSpMiddle" style="text-align:justify"> </p><p class="MsoListParagraphCxSpMiddle" style="text-align:justify;text-indent:-18.0pt; mso-list:l0 level1 lfo1"><!--[if !supportLists]-->M. <!--[endif]-->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<o:p></o:p></p><p class="MsoListParagraphCxSpMiddle" style="text-align:justify"> </p><p class="MsoListParagraphCxSpMiddle" style="text-align:justify;text-indent:-18.0pt; mso-list:l0 level1 lfo1"><!--[if !supportLists]-->N. <!--[endif]-->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.<o:p></o:p></p><p class="MsoListParagraphCxSpMiddle" style="text-align:justify"> </p><p class="MsoListParagraphCxSpMiddle" style="text-

S. S. 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 %.

U. 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. Unless specified in ATC , standard warranty to be provided is 01 year from date of complete supply and installation.

V. 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.

W. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

initial; background-clip: initial;">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.</p><p class="MsoListParagraphCxSpFirst" style="text-align:justify"> </p><p class="MsoListParagraphCxSpMiddle" style="text-align:justify"> </p><p class="MsoListParagraphCxSpLast" style="margin-bottom: 0.0001pt; text-align: justify; text-indent: -18pt; line-height: normal; background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;"><!--[!supportLists]-->X. <!--[endif]-->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. 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). Bidder must offer product with equivalent/better specification than specification given as per this BID.<o:p></o:p></p><p class="MsoNormal" style="text-align:justify"> </p><p class="MsoListParagraphCxSpFirst" style="text-align:justify;text-indent:-18.0pt; mso-list:l0 level1 lfo1"><!--[!supportLists]-->Y. <!--[endif]-->Class (I) & Class (II) bidders can participate in this Bid. Bidder to submit Local Content certificate in accordance withDPIIT - Public Procurement Section OM No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 </p><p class="MsoListParagraphCxSpMiddle" style="text-align:justify"> </p><p class="MsoListParagraphCxSpMiddle" style="text-align:justify"> </p><p class="MsoListParagraphCxSpMiddle" style="text-align:justify;text-indent:-18.0pt; mso-list:l0 level1 lfo1"><!--[!supportLists]-->Z. <!--[endif]-->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.

AA.

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.

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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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---