

### Bid Document

| Bid Details   |  |
|---|--|
| Bid End Date/Time   | 12-12-2022 13:00:00  |
| Bid Opening Date/Time   | 12-12-2022 13:30:00  |
| Bid Offer Validity (From End Date)                                    | 90 (Days)  |
| Ministry/State Name   | Ministry Of Agriculture And Farmers Welfare  |
| Department Name   | Department Of Agricultural Research And Education (dare)   |
| Organisation Name   | Indian Council Of Agricultural Research (icar)   |
| Office Name   | National Research Centre On Equines Hisar  |
| Total Quantity  | 4  |
| Item Category   | Ultra low temperature laboratory deep freezer (Q3)   |
| MSE Exemption for Years Of Experience and Turnover                    | Yes  |
| Startup Exemption for Years Of Experience and Turnover                | Yes  |
| Document required from seller   | Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document<br>*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 |
| Bid to RA enabled   | No   |
| RCM Applicable  | Yes  |
| Time allowed for Technical Clarifications during technical evaluation | 2 Days   |
| Evaluation Method   | Total value wise evaluation  |

#### EMD Detail

|          |    |
|----------|----|
| Required | No |
|----------|----|

#### ePBG Detail

|                                     |                     |
|-------------------------------------|---------------------|
| Advisory Bank                       | State Bank of India |
| ePBG Percentage(%)                  | 3.00                |
| Duration of ePBG required (Months). | 62                  |

*[Handwritten Signature]*  
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(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Director

National Research Centre on Equines Hisar, Department of Agricultural Research and Education (DARE), Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare (Director Nrce, Hisar)

**Splitting**

Bid splitting not applied.

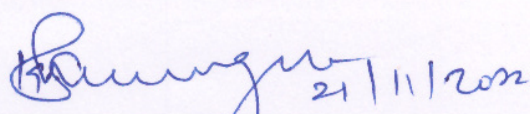
**MII Purchase Preference**

|                         |     |
|-------------------------|-----|
| MII Purchase Preference | Yes |
|-------------------------|-----|

**MSE Purchase Preference**

|                         |     |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

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" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. 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.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and

  
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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.

**Section 9(3) Of GST**

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

**Ultra Low Temperature Laboratory Deep Freezer ( 4 pieces )**

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

|            |                  |
|------------|------------------|
| Brand Type | Registered Brand |
|------------|------------------|

**Technical Specifications**

\* As per GeM Category Specification

| Specification          | Specification Name   | Bid Requirement (Allowed Values) |
|------------------------|--|----------------------------------|
| Standards              | Conformity to Standards  | USFDA                            |
| Performance Parameters | Capacity in liters   | 400-450 L                        |
|                        | Type of Cabinet  | Vertical                         |
|                        | Should have heavy duty lockable castors and levelling for adjustments and installation | Yes                              |
|                        | Number of holding racks  | 25                               |
|                        | Number of inner storage compartments with insulated doors and adjustable height        | 4                                |
|                        | Number of compressor   | 2                                |
|                        | Warranty of Freezer (except compressor) in Years (from the date of installation)       | 1                                |
| Additional Parameters  | Number of corrosion resistant racks  | 5                                |
|                        | Pairs of Cryogloves to be provided   | 1                                |
|                        | Number of Ice scraper to be provided   | 1                                |
|                        | Tempearture Chart recorder to be provided  | Yes                              |

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| Specification | Specification Name   | Bid Requirement (Allowed Values) |
|---------------|--|----------------------------------|
|               | Availability of USB port to download event log and freezer setting | Yes, No                          |

**Additional Specification Parameters - Ultra Low Temperature Laboratory Deep Freezer ( 4 pieces )**

| Specification Parameter Name | Bid Requirement (Allowed Values)  |
|------------------------------|---|
| Power Management:            | It should be low voltage surge with inbuilt buck and boost.   |
| Refrigerants:                | Freezer must use environmental friendly natural refrigerants only.  |
| Certification:               | Freezer must be certified declaration of European CE/BIS/USFDA.   |
| Electrical Safety:           | Freezer must have IEC 61010 for electrical safety from independent.   |
| Additional:                  | Must be supplied with 5KV Servo Stabilizer & in the event of power failure, machine should take more than 4 hours to reach -50 degree Celsius from -80 degree Celsius & Warranty should be 5 years on complete system along with servo stabilizer 5 years warranty. |

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

| ITC on GST | ITC on GST Cess | RCM Applicable | GST as per RCM | GST Cess 1 as per RCM | GST Cess 2 as per RCM | Optional RCM |
|------------|-----------------|----------------|----------------|-----------------------|-----------------------|--------------|
| NA         | NA              | Yes            | 18%            | NA                    | NA                    | Yes          |

**Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporting Officer | Address  | Quantity | Delivery Days |
|-------|-----------------------------|--|----------|---------------|
| 1     | Sunil                       | 125001,ICAR-National Research Centre on Equines, Sirsa Road, Hisar | 4        | 45            |

**Special terms and conditions-Version:1 effective from 11-11-2022 for category Ultra low temperature laboratory deep freezer**

1.

- 1. Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty

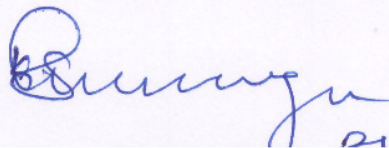
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- shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
2. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
  3. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
  4. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality; indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
  5. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available.  
OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
  6. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
  7. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
  8. **Software:** All software updates should be provided free of cost during warranty period.
  9. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

## Buyer Added Bid Specific Terms and Conditions

### 1. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of ICAR UNIT NRCE payable at HISAR. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of

  
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contract.

## 2. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Director NRCE, Hisar A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

## 3. Scope of Supply

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)

## 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Bid Security Declaration:- In place of EMD a Bid security declaration should be furnished by all the bidders (on company letter pad) stating that if I/We withdraw or modify the bid(s) during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of two year to submit bids with this office in future.

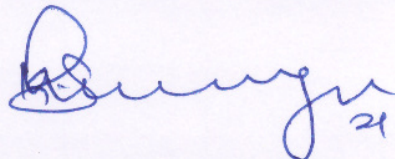
## Disclaimer

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---

  
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