

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	06-12-2021 17:00:00
<b>Bid Opening Date/Time</b>	06-12-2021 17:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Agriculture And Farmers Welfare
<b>Department Name</b>	Department Of Agricultural Research And Education (dare)
<b>Organisation Name</b>	Indian Council Of Agricultural Research (icar)
<b>Office Name</b>	Central Institute For Research On Cattle Meerut
<b>Total Quantity</b>	1
<b>Item Category</b>	BOQ (Q3) ( )
<b>Years of Past Experience required</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Past Performance,Certificate (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
<b>Past Performance</b>	80 %
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
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### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00

Duration of ePBG required (Months).
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14
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(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Incharge Purchase

Central Institute For Research On Cattle Meerut, Department of Agricultural Research and Education (DARE), Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare  
(Harish Ram Tamta)

**Splitting**

Bid splitting not applied.

1. 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.

2. 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 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.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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 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.

**BOQ ( 1 pieces )**

Brand Type	Unbranded
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**Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Document</b>	<a href="#">View File</a>

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	Harish Ram Tamta	250001,CENTRAL INSTITUTE FOR RESEARCH ON CATTLE GRASS FARM ROAD	1	365

## Buyer Added Bid Specific Terms and Conditions

### 1. Certificates

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.

### 2. Generic

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **Buyer Additional Terms and Conditions for award of contract for supply of 'Liquid Nitrogen' on requirement basis for the period of one year.**

1. The tenderer should have tender specific Authorization of **Manufacturer for the supply of LN2** having sufficient experience and expertise in the relevant field and also having sound financial standing. Copies of certificate proving company's registration, GST registration, previous experience etc. should be enclosed with the quotation.

2. The tenderer should have a well-established office in India and a person should be available on all working days between **9:00 A.M. to 5:30 P.M.**

3. The tenderer should also be able to provide the name and mobile number of a person, who can be contacted at any time, even beyond office hours and on holidays. This person should be capable of taking orders and arrange for supply of the desired item, even at short notice.

4. The selected firm will be required to supply the LN2 as per specific orders at Semen Freezing Laboratory CIRC, Meerut

5. Orders for LN2 will be placed on requirement basis. Bills in respect of LN2 supplied by the elected Firm should be sent later. Payment will be released only after it is ensured that the quantity and quality of LN2 supplied is to the entire satisfaction of this office.

6. The CIRC will have the authority to place order for supply of item beyond office hours and on holidays also for which no additional payment will be made.

7. Government Taxes, as applicable from time to time on such suppliers, shall be payable by the CIRC. The Firm raised by the Firm should have all Tax Registration numbers printed on the bill. Validity of the Tax registration during the currency of contract shall be the sole responsibility of the firm.

8. Details regarding approx. quantity has been given against the item in the **BoQ**. Rates should **be quoted** **BoQ**. LN2 should be supplied as per detailed in this tender and no deviation shall be entertained.

9. Tenderers already having similar contracts of supply of LN2 to Government Departments/Private organizations need to submit with their tenders. Certificate to this effect from any three Department/organizations should be uploaded with the tender.

10. Upon selection of firm/tender, if at any occasion the quality of the item is found of different specifications,

contract will be cancelled and performance security will stand forfeited.

11. No separate charges shall be paid for delivery of goods to the store of ICAR-CIRC, Meerut.

12. The rates quoted by the selected firm, and approved by this Office shall remain valid throughout the period of contract and requests to increase the rates for any items(s), during the currency of the contract, shall not be considered.

13. It will also be binding upon the selected firm to maintain such qualities, if indicated in the quotations.

14. Selection of a firm for award of contract will not be made solely on the basis of lowest rates quoted by the tenderer.

15. All terms and conditions stipulated for award of the contract will be considered for selection of a Firm(s).

16. The selected Firm will have to deposit a contract security of 03% of contract value, which shall be in favour of the successful tenderers. The contract security will be in the form of **Demand draft/ Bank guarantee/online transfer** in favour of **"ICAR Unit, CIRC, Meerut"**.

17. If the selected firm expresses its inability to supply the LN2 as per requirement of CIRC or fails to supply LN2 at the quoted rates, thus failing in fulfilling the stipulated terms and conditions for award of the contract, then the contract security amount is liable to be forfeited in part or in toto.

18. The tenderer should enclose a inked signed copy of the terms and conditions stipulated for award of contract, conveying his acceptance of the same.

19. Tenders should be uploaded on specified format as on the website, alongwith **bid security declaration undertaking** towards Earnest Money Deposit. **If the bid security declaration undertaking not attached with tender,** the tender will be liable to be outrightly rejected.

20. The items to be quoted should be as per details given in BoQ and no deviation in quality or substitution of items shall be entertained.

22. The bid security declaration certificate should be forwarded to this office with details of the firm on a separate overleaf.

23. Tenders incomplete in any form are liable to be rejected outrightly.

24. If a tenderer decides to withdraw from the bidding, this Office will have the authority to suspend the firm for a period of two years.

25. The rates should be quoted on F.O.R., CIRC, Meerut basis.

(a) The Institutes will not issue any "C" & "D" form. However, GST and other Govt. levies will be paid extra as applicable shall be payable. The Institute is exempted from the payment of Custom duty in terms of Govt. Notification No.51/96-Customs dated 23.7.1996 and Excise duty in terms of Govt. Notification No.10/97-Central Excise dated 1.3.1997 as amended from time to time for the purpose of Annual Rate Contract of these items.

(b) As per notification No. 45/2017-Central Tax (Rate) 2017 issued by GOI (Department of Revenue) New Delhi, the Central Tax leviable under section 9 of CGST Act, 2017 will be @ 2.5% for all purchases of scientific and technical instruments, apparatus, equipment's (including computers), accessories, spare parts, consumables, live animals, computer software, compact disk, recording magnetic tapes, microfilms, microfiches and prototypes required for research purpose in all research institutions. Accordingly a certificate will be issued at the time of placing the purchase order certifying that the items to be purchased against this purchase order are essential for research purpose and will be used for stated purpose only.

26. The delivery of above Liquid Nitrogen should be provided as per the requirement and scheduled by CIRC, which can be communicated through phone/whatsapp etc.

**27. On an average, monthly Liquid Nitrogen requirement in the Lab is about 6000 litres (the quantity varies according to the season and processing) and annually about 7000 to 75000 litres. The LN2 in the Lab is usually received 1-2 times in a week in storage container (50-52 lit. capacity) and pressurized freezing containers (capacity: 127-230 litres) as per consumption in the processing and other activities.**

28. The supply of LN<sub>2</sub> should be ensured as per guidelines of National Green Tribunal (NGT).

29. Purity Certificate should be submitted with the bid and also shall be submitted as and when required.

30. A Safety Certificate of LN<sub>2</sub> supply pressure tank to avoid any incident or Leakage and loss of gas.

CIRC Campus may kindly be given.

31. The terms and conditions finalized at the time of agreement/contract shall remain unchanged during the effective contract period.

32. This office will have full authority to reject any/all offer(s) without assigning any reason thereof. No enquiry after submission of the quotation will be entertained.

33. The Competent Authority in the CIRC reserves the right to cancel the contract at any time during the currency of the contract without giving any reason.

34. Supplier must consider all the above condition, taxes, duties, transportation, insurance, tin required to fill CIRC's containers, etc. for quoting the rates.

35. **Liquidated Damages:** In case the firm does not complete the supply within the laid down agreed delivery period as per the contract, liquidated damages will be charged @ 0.5% per week or part thereof subject to a maximum of 10% of the contract value. However, the Institute reserves the right to either further extend or cancel the contract after expiry of delivery date as mentioned in the purchase order/contract and recover the liquidated damages from the dues of the firm..

36. The contract will be start from 01-04-2022. The Contract can be extended mutually for further period of 06 months to one year on success and satisfactory supply of LN2 during the contract period on the same terms & conditions only.

37.

#### Specification of Item (Reference for BOQ) (To be quoted in format provided on GeM Portal)

Sl. No.	Name of item	Specification	Quantity	Rates in Rs. Per Litre inclusive of all price
1	<b>Liquid Nitrogen</b>	<b>Industrial grade, ISO certified, Purity: more than 99 percent, Colourless, Specific gravity: 0.8 at 20 degree C, Critical temp.: minus 146.9 degree C, Freezing point: minus 210 degree C, Density: 803 kg per cubic mm.</b>	Approx. 72000-75000 Litres per annum. <b>On an average, monthly Liquid Nitrogen requirement in the Lab is about 6000 liters (the quantity varies according to the season and processing) and annually about 72,000-75000 lts. The LN2 in the Lab is usually received 1-2 times in a week in storage containers (50-52 lit. capacity) and pressurized freezing containers (capacity: 127-230 lts) as per consumption in the processing and other activities</b>	Rates should be given in BoQ only

#### 4. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 5. Generic

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.

#### 6. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 7. **Generic**

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.

#### 8. **Past Project Experience**

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.

#### 9. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

#### 10. **Certificates**

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.

#### 11. **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.

#### 12. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

#### 13. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

#### 14. **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 CIRC, MEERUT payable at SBI MAIN BRANCH, MEERUT CANTT.. 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 contract.

#### 15. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

16. **Generic**

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 : 45/2017-Central Tax (Rate) dated 14/11/2017

17. **Generic**

**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.

18. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

19. **Generic**

**Staggered Delivery:** The ordered items shall be supplied in a staggered manner. ( 6000 Quantity shall be supplied within 30 days of contract placement and thereafter 1500 Quantity per Week)

## 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 or 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 representation 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---