



EXPORT INSPECTION AGENCY- KOLKATA
(Ministry of Commerce & Industry, Govt. of India)
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NOTICE INVITING TENDER

Sealed tenders are invited for supply, installation and commissioning of the Laboratory equipments/items as detailed below for Export Inspection Agency-Kolkata, Laboratory at Southend Conclave, Space No. 101, 1582 Rajdanga Main Road, Kolkata - 700 107, Tel. **033 - 24410601/603**

Item. No.	Tender Enquiry No	Name of the Instrument/Equipment	Quantity	Bid Security (EMD) (in Rs)
01.	EIA/KOL/LAB/Equip/2014 - 15 / 03	Water Purification System	One	100000/- (Rupees One lakhs only)

Tender documents with all annexure can also be downloaded from our website. The tenders complete in all respect along with EMD shall be received on or before **21st April 2015 up to 13:30 hrs** to Laboratory mentioned address and

Technical Bid will be opened on the same day at 15:00 hrs at EXPORT INSPECTION AGENCY- KOLKATA World Trade Centre, 14/1B, Ezra Street, Kolkata - 700001. However, the **Price/ Commercial Bid will be opened only for the successful bidders for which date and time will be intimated to the concerned Bidders.** The tenders received without EMD shall not be entertained. The Joint Director, EIA-Kolkata reserves the right to accept or reject any offer in whole or in part without assigning any reason thereof.

Joint Director
EIA - Kolkata

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TENDER DOCUMENT

**Procurement of Equipment
for Laboratory of Export Inspection Agency - Kolkata**

**Tender No: EIA / Kol / Lab/Equip/2014 - 15 / 03
Supply of "Water Purification System" Equipment for Laboratory of
Export Inspection Agency - Kolkata.**

	Mile Stones		
1.	2a.	Last Date & Time of Submission of Tender	21 st April 2015 at 13:30 hrs
	2b.	Opening of the Tender	21 st April 2015 at 15:00 hrs
3.	Bid Security		Rs.100000/- (Rupees One Lakhs Only)



**EXPORT INSPECTION AGENCY - KOLKATA
(Ministry of Commerce & Industry, Government of India)
World Trade Centre, 14/1B, Ezra Street, Kolkata - 700 001**

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SECTION I: GENERAL BACKGROUND

1. Abbreviations and Definitions Used

1.1 The following abbreviations have been used in this document.

BDS	:	Bid Data Sheet
BG	:	Background
CIF	:	Cost, Insurance and Freight
EIA	:	Export Inspection Agency
EIC	:	Export inspection Council of India
FOB	:	Free on Board
ITBCC	:	Instructions to Bidders including Conditions of Contract
OEM	:	Original Equipment Manufacturer
WTO	:	World Trade Organization
FOR	:	Freight On Road

1.2 The following terms shall be interpreted as indicated below.

- (i) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with Contract Documents. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.
- (ii) "Contract Documents" means the documents specified in ITBCC Clause 28.
- (iii) "Contract Agreement" means the copy of Purchase Order duly signed and dated by the successful bidder on each page.
- (iv) "Contract Price" means the price or prices as specified in the Contract Agreement.
- (v) "Tender Documents" refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid and issue of purchase order, as well as the Contractual Conditions governing the relationship between the Purchaser and the Supplier.
- (vi) "Purchaser" means the person purchasing the Equipment, as specified in the BDS (Point 1).
- (vii) "Supplier" means the Company (s) whose bid to supply equipment (s) has been accepted by the Purchaser and is named as such in the Purchase Order.
- (viii) "Equipment" means the laboratory equipment to be supplied by the Supplier under the Contract together with the application and other software required for intended use of the equipment.
- (ix) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form and on any medium, provided to the Purchaser under the Contract for safe and satisfactory operation of the Equipment.

- (x) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation of all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- (xi) “Delivery” means the transfer of the Equipment from the Supplier to the Purchaser.
- (xii) “Installation” means placing / mounting / assembling / of various sub-assemblies / components / accessories of the Equipment in the laboratory of the purchaser and their interconnection to form the Equipment.
- (xiii) “Commissioning” refers to making operational the Equipment for the functions for which it is intended.
- (xiv) “Validation” means demonstration of the capability of the Equipment to repeatedly perform the functions for which it is intended, with specified degree of accuracy, sensitivity and precision.
- (xv) “Day” means calendar day of the Gregorian calendar.
- (xvi) “Week” means seven (7) consecutive Days, beginning Monday as is customary in India.
- (xvii) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing on the date of acceptance of Validation of the Equipment by the In-charge of the Laboratory, during which the Supplier is responsible for defects with respect to the Equipment (or its subassemblies, components and accessories) as provided in ITBCC Clause 36 (Defect Liability).
- (xviii) “Force Majeure” means any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - (c) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or *de jure* or *de facto* authority or ruler, or any other act or failure to act of any local state or national government authority;
 - (d) Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and

communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

- (e) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster.

2. Organizational Background

The EIA-Kolkata is a statutory organization established by the Central Government under the Section 7 of the Export (Quality& Inspection Control) Act, 1963 (22 of 1963). Operating under the technical and administrative control of the Export Inspection Council of India, it provides quality control, pre-shipment inspection and laboratory testing services to the export trade through a network of 03 offices. Its activities are supported by well-equipped analytical laboratory (Export Inspection Agency-Kolkata, Laboratory).

3. Aims and Objectives of the exercise

In the era of WTO agreements, the developed countries are tightening their import control measures and it has become imperative for the developing countries to upgrade their laboratories to demonstrate compliance to such standards. With the advent of powerful hardware and sophisticated software tools, Agency has decided to modernize its analytical laboratory with an integrated approach so as to provide better and efficient services to the Indian exporters.

SECTION II: INSTRUCTIONS TO BIDDERS INCLUDING CONDITIONS OF CONTRACT (ITBCC)

1. Scope of Bid

1.1 EIA (referred to as “the purchaser” in this Tender Document) invites Sealed Tenders under two bid system i.e. Technical bid and Financial bid for supply, installation, commissioning application support training and satisfactory demonstration, as applicable for Laboratory equipment *Water Purification System* including critical spares, Consumables and Comprehensive maintenance for three years excluding Warranty for Five years after validation for its laboratory at Space No. 101(First Floor), Southend Conclave, 1582, Rajdanga Main Road, Kolkata - 700107.

2. Fraud and Corruption

2.1 Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) “*corrupt practice*” means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

(ii) “*fraudulent practice*” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of competition;

(b) will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

3. Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding. Cost of The Earnest Money Deposit shall be as detailed below:

The Earnest Money Deposit (EMD) **Rs.100000/- (Rupees One Lakh only)** shall be paid through Bank Draft/Bankers Cheque drawn in favour of “**Export Inspection Agency-Kolkata**” payable at “Kolkata”. The EMD amount shall accompany with the **technical tender/offer**. The tender document is not transferable, also the cost of tender document is not refundable. The tender not accompanied with EMD shall be summarily rejected.

4. Submission of Tender Document

- 4.1 The tender complete in all respect along with EMD shall reach on or before 21st April 2015 up to 13:30 hrs at **Export Inspection Agency - Kolkata (Laboratory), Space No. 101(First Floor), Southend Conclave, 1582, Rajdanga Main Road, Kolkata - 700107.**

The tender will be a two bid system, technical and financial. The technical bid will be opened on 21st April 2015 at 15.00 hrs at **Export Inspection Agency - Kolkata, (Ministry of Commerce & Industry, Govt. of India), World Trade Centre, 14/1B, Ezra Street, Kolkata - 700001.**

(N.B: In the event of the above date(s) being declared a holiday, the last date of submission of completed bid(s) shall be on the next working day).

- a) The tender should be addressed to:

The Joint Director, Export Inspection Agency - Kolkata (Laboratory) (Ministry of Commerce & Industry, Govt. of India), Space No. 101(First Floor), Southend Conclave, 1582, Rajdanga Main Road, Kolkata - 700107.

The Tenderers are requested to give detailed tender in their own form in two bid i.e

Part A- Technical Bid.

Part B- Financial Bid.

- b) Tender should be submitted in two (2) parts, one comprising technical offer/tender and another financial offer/tender, both to be submitted in separate sealed envelopes. The sealed envelope containing EMD should be super scribed "EMD" and stapled separately with the envelope containing the technical bid. Technical offer/tender and financial offer/tender should be identical except that the technical offer/tender should not indicate prices. These two envelopes i.e. technical and financial offer/tender should be duly sealed separately and superscripted clearly with tender enquiry number respectively on top labeled as technical and financial offers which should be again put in another larger envelope and sealed properly and superscripted, as **"Tender for supply of Laboratory equipment Water Purification System enquiry number (If any) along with due date of opening of technical offer/tender.** The Envelope should be addressed to **The Joint Director, Export Inspection Agency - Kolkata (Laboratory) (Ministry of Commerce & Industry, Govt. of India), Space No. 101(First Floor), Southend Conclave, 1582, Rajdanga Main Road, Kolkata - 700107.**
- c) The individuals signing the tenders and related documents must specify the capacity in which they are signing i.e. Sole Proprietor, Partner, Agent, Authorized Signatory or Attorney etc. The name and designation of the person (s) signing the tender documents should be mentioned.
- d) The tendering firms should quote based on conditions referred to above. In case any terms and conditions herein are not acceptable to the tendering firm they should specifically state the deviation in their offer/tender. The quotation break-up should be given item wise/for each item.

- e) Tenders received after the last date i.e. 26th February 2015 up to 13:00 hrs will not be considered. It will therefore be in the interest of the tenderers to ensure that the tenders are submitted well in time and no liabilities will be developed on Purchaser for transit delays.
- f) RIGHT OF ACCEPTANCE OF OFFER: Offers without requisite EMD & Incomplete offers especially with regard to not detailing the specifications of the equipment are liable to be rejected.
- g) JURISDICTION: All questions, disputes or differences arising out of contract, if concluded shall be subject to exclusive jurisdiction of Hon'ble Court of Justice at Kolkata.
- h) All tenders shall be submitted on the original letterhead of the tendering firm.

4.2 The **Technical bid (Part A)** should accompany complete specification, manufacturers name, address and following details

- a. The details of Laboratory equipment and Accessories with configuration/technical specifications/requirements/application area are provided in **Section -IV**. The Laboratory equipment and Accessories may be indigenous or imported in full or part. The same should be specifically mentioned including the name of the equipment and Accessories, which are not indigenous. Laboratory equipment and Accessories with latest technology may be given preference.
- b. Laboratory equipment and Accessories should be provided with the required calibration certificate/certificate of performance/validation document/Authorization letter/approval document from organization of reputed/or their equivalent, as applicable. **Authorization letter** should be specified with the validity period. All certificates should be certified as "True copy".
- c. All necessary catalogues/applications vis-à-vis configuration/technical literatures/ data/ application notes etc. as are considered essential for full and correct evaluation of the offers made shall invariably accompany the tender.
- d. Instruction/operation Manual and application notes as necessary to enable the user to put the equipment and Accessories etc. for proper use are to be provided.
- e. The supply of spare part is to be guaranteed at least for a period of 5 years after the supply of the equipment.
- f. If any departure or substitution from the specifications of the Laboratory equipment and Accessories contained in Section -IV to this tender document is involved this should be clearly indicated in the tender.
- g. Offers made with alternative/equivalent specifications should contain sufficient details to show the alternate would serve the purpose.
- h. Technical bids should clearly have the address and contact details of their authorized service centers for service/repair of the equipment available. Supplier having such arrangements near Kolkata would be preferred.
- i. The equipment should supplied and Installed at laboratory at **Space No. 101(First Floor), Southend Conclave, 1582, Rajdanga Main Road, Kolkata – 700107**, subsequently training is to be provided by the Supplier free of cost to the concerned Laboratory personnel on site, whenever necessary.

- j. All pages of Technical bid have to bear Original signature of authorized signatory and duly stamped.

4.3 The **Financial bid (Part B)** should contain cost of the items and other following details as given below:

- a. Prices quoted must be firm and shall be in **Indian Currency (INR)**. In case the items are imported the prices quoted should be also in **Indian rupees (INR)**.
- b. Prices must be stated for each item separately. The percentage of discount, if any, on the each item as well as on total price should be quoted if the order to that extent be placed with the tenderer.
- c. Price quoted for Laboratory equipment and its Accessories should be for delivery to the laboratory at **Space No. 101(First Floor), Southend Conclave, 1582, Rajdanga Main Road, Kolkata - 700107** inclusive of all charges such as packaging, Transportation, transit insurance up to the site, installation, commissioning and application/technical support/trainings, Method development, etc. as applicable.
- d. **DUTIES & TAXES:** If excise duty or any other charges like Customs Duty,(WB) Entry tax, Sales tax, VAT, etc. are to be paid extra the same may be specifically stated. In the absence of any such stipulation in the tender it will be presumed that the prices quoted by the tenderer are inclusive of all such charges and no liability for such payments will develop upon the purchaser. Forms C/D will not be provided. Provide TIN number of the firm along with the CST/WCT No. allotted by the concerned authorities in your quotations.
- e. The rates quoted shall be valid for a period of 120 days from the date of opening of the tender offer.
- f. Prices for above mentioned accessories and spares etc. shall be itemized. Offers with lump-sum prices should be avoided and care should be taken to list out each item of spares and quantity recommended and also the individual prices for these items.

5. Contents of Tender Document

5.1 The contents of the Tender Document are listed below and shall be read in conjunction with any addenda issued in accordance with these documents:

Section I	Background
Section II	Instructions to Bidders including Conditions of Contract (ITBCC)
Section III	Bid Data Sheet (BDS)
Section IV	Specification of Equipment
Section V	Forms

5.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a bid not substantially responsive to all aspects of Tender Document shall be at the Bidder's own risk and may result in the rejection of bid.

6. Clarifications on Tender Document

- 6.1 The Purchaser will respond to any request for clarification or modification of the Tender Document that are received up to five (5) days prior to the deadline for submission of bids prescribed by the Purchaser. For this purpose, the prospective Bidder requiring clarification of the Tender Document shall notify the Purchaser in writing at the Purchaser's address indicated in the BDS (Point 2). The Purchaser will respond in writing to such requests for clarification or modification of the Tender Document no later than two (2) days prior to the deadline for submission of bids.
- 6.2 Written copies of the Purchaser's response including the explanation of the query raised by the Bidders will be sent to all Bidders that have purchased the Tender Document. Further, it will be assumed that the Bidder has taken into account such clarifications / explanations while submitting the bid.

7. Amendment of Tender Document

- 7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment (s).
- 7.2 Amendments will be intimated in writing to all Bidders that have received the Tender Document and shall be binding on them. Further, it will be assumed that the Bidder has taken into account such amendments while submitting the bid.

8. Language of Bid

- 8.1 The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and the Purchaser shall be in English and the Contract shall be construed and interpreted in accordance with that language.
- 8.2 If any of the brochures, leaflets or communication is prepared in any language other than English; a translation of such document, correspondence, or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.

9. Documents Comprising the Bid

- 9.1 All bids must be substantially responsive and in line with industry's best practices. The bid submitted by the Bidder shall comprise the following:
- a. The Bid Form duly completed and signed by a person or persons duly authorized to bind the Bidder to the Contract, as per format given in Form 1;
 - b. Price Schedule duly completed in accordance with ITBCC clause 10 and signed by a person or persons duly authorized to bind the Bidder to the Contract, as per format given in Form 4 along with its Schedules;
 - c. Bid security furnished in accordance with ITBCC clause 12

- d. Documents establishing conformity of the Equipment to the Tender Document in accordance with ITBCC clause 11.2
- e. Documents establishing conformity to the Tender Document in accordance with ITBCC clause 11.1
- f. Bidder's company related information, as per format given in Form 3
- g. A list of all deviations in the Bid to the terms and conditions contained in the ITBCC and / or to the requirements specified in Section -IV of the Tender Document, as per format given in Form 5
- h. Letter of authorization, as per format given in Form 6
- i. The Checklist (Form 7) duly completed
- j. Tender Document which is marked as "Original" with each page signed and stamped to acknowledge acceptance of the same; Tender Document marked as "Copy" needs to be retained with bidder.
- k. Any other information, which the Bidder wishes to provide.

10. Bid Prices

- 10.1 Prices must be quoted in separately **Indian Currency (INR)**.
- 10.2 Price quoted for equipment must include all incidental costs associated with delivery of equipment to the laboratory at Kolkata including its installation, commissioning, integration, validation, training wherever applicable.
- 10.3 In case of equipment originating in other countries, prices shall be quoted in Indian Rupees only.
- 10.4 Price of Comprehensive Annual Maintenance Contract for three (3) years after the warranty period of Five (5) shall be quoted separately for each equipment.
- 10.5 Prices quoted by the Bidder shall be firm during the validity of the bid.

11. Conformity of the Tender Document

- 11.1 Pursuant to ITBCC clause 9.1 (d), the Bidder shall furnish, as part of its bid, documents establishing the conformity of the Equipment that the Bidder proposes to supply under the Contract to the requirements of the Purchaser, as given in Section IV of the Tender Document.
- 11.2 The documentary evidence of conformity of the Equipment to the Tender Document may be in the form of written descriptions / literature / diagrams / certifications, including:
 - (a) A detailed description of the essential technical, functional and performance characteristics of the Equipment that the Bidder is proposing to supply;
 - (b) Technical details of the major subsystems / components of the Equipment;
 - (c) A guarantee / undertaking from the OEM to the effect that
 - (i) the Indian Agent is its authorized distributor and service provider

- (ii) the OEM does not plan to phase out the equipment / model offered in the next 5 years,
- (iii) the OEM shall make available to the Purchaser the after sales service support for at least up to Seven (7) years from supply either directly or through its authorized service centre, and
- (iii) the OEM shall make available to the Purchaser spare parts of the equipment for at least seven (7) years from the date of last dispatch.

12. Bid Security

- 12.1 The Bidder shall furnish, as part of its bid, a bid security that shall be interest free and of the amount stipulated in the BDS (Point 3).
- 12.2 The bid security shall be in the form of a demand draft / pay order drawn in favor of “Export Inspection Agency- Kolkata” and payable at Kolkata.
- 12.3 Any bid not accompanied with the prescribed bid security shall be rejected by the Purchaser as non-responsive.
- 12.4 The bid security of the Bidders will be returned as promptly as possible, but not later than fifteen (15) days after the successful Bidder has furnished the required performance security.
- 12.5 The bid security may be forfeited:
- (a) If a Bidder:
 - (i) withdraws its bid during the period of bid validity specified on the Bid Form, except as provided under ITBCC Clause 18.3 or
 - (ii) fails to accept the Purchaser’s corrections of arithmetic errors (if any) in the Bidder’s bid, in accordance with ITBCC Clause 19.2.
 - (b) In the case of the successful Bidder, if the Bidder fails to:
 - (i) sign the Contract in accordance with ITBCC Clause 26; or
 - (ii) furnish performance security in accordance with ITBCC Clause 27.

13. Period of Validity of Bids

- 13.1 Bids shall remain valid for the period specified in the ITBCC 4.3 & BDS (Point 5) after the date of deadline for submission of bids prescribed by the Purchaser.

14. Format and Signing of Bid

- 14.1 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered and except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 14.2 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.

15. Sealing and Marking of Bids

- 15.1 The Bidder shall seal the bid in an envelope.
- 15.2 The envelope shall
- (a) be addressed to the Purchaser at the address given in the BDS (Point 2),
 - (b) bear the reference number, the title of the Tender Document (“Tender No. EIA/Kol/Lab/Equip/2014-15/03- Supply of WATER PURIFICATION SYSTEM for The Laboratory of Export Inspection Agency- Kolkata and
 - (c) bear the name and address of the Bidder so that the bid can be returned unopened in case it is declared late in accordance with Clause 16.
- 15.3 If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
- 15.4 Cable / Fax /Emails/ conditional Bids shall be rejected.

16. Deadline for Submission of Bids

- 16.1 Bids must be received by the Purchaser at the address specified in the Bid Data Sheet not later than the time and date stated in the BDS (Point 6). In case this date happens to be a declared holiday for the office of the Purchaser, Bids shall be received up to the appointed time on the next working day.
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of bids in which case all rights of the Purchaser and all obligations of the Bidders will thereafter be subject to the deadline as extended.

17. Late Bids

- 17.1 Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser in the BDS (Point 6) for ITBCC Clause 16, shall be rejected and returned unopened to the Bidder.

18. Modification and Withdrawal of Bids

- 18.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for bid submission.
- 18.2 The Bidder’s modifications shall be prepared, sealed, marked, and dispatched as follows:
- (a) The Bidders shall provide the modification to its bid, clearly identified as such, in an envelope duly marked “BID MODIFICATION”.
 - (b) Other provisions concerning the marking and dispatch of bid shall be in accordance with ITBCC Clauses 15.

- 18.3 A Bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:
- (a) be addressed to the Purchaser at the address named in the BDS (Point 2), and
 - (b) bear the reference number and the title of the project, and the words “BID WITHDRAWAL NOTICE”. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.

18.4 No Bid may be modified subsequent to the deadline for submission of Bids

18.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITBCC Clause 13. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s bid security, pursuant to ITBCC Clause 13.

19. Preliminary Examination of Bids

19.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, *the unit or subtotal price shall prevail*, and the total price shall be corrected. If there is a discrepancy between words and figures, *the amount in words shall prevail*. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

19.3 The Purchaser may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

19.4 Prior to the detailed evaluation, the Purchaser will determine whether each bid is complete, and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:

- (a) one that limits in any substantial way the scope, quality, or performance of the Equipment; or
- (b) one that limits, in any substantial way that is inconsistent with the Tender Document, the Purchaser’s rights or the successful Bidder’s obligations under the Contract; and

- (c) one that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- 19.5 If a bid is not substantially responsive, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder in accordance with ITBCC Clause 20.
- 20. Clarification of Bids**
- 20.1 During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.
- 21. Evaluation of Responsive Bids**
- 21.1 The Purchaser will evaluate the bids that have been determined to be substantially responsive, pursuant to ITBCC Clause 19.
- 22. Contacting the Purchaser**
- 22.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it shall do so in writing.
- 22.2 If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid evaluation process and the Contract award decision, its bid shall be rejected.
- 23. Award Criteria**
- 23.1 Pursuant to ITBCC Clauses 21 and 25, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Evaluated Bid.
- 24. Purchaser's Right to Accept / Reject / Modify Bids**
- 24.1 The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 24.2 The Purchaser reserves the right to negotiate with the Bidder having the Lowest Evaluated Bid in terms of the price proposed by the Bidder.
- 25. Award of Purchase Order**
- 25.1 Prior to the expiration of the period of bid validity, the Purchaser will issue the Purchase Order to the successful Bidder in writing.
- 25.2 The Purchase Order will constitute the foundation of the Contract.

25.3 Upon the successful Bidder's furnishing of the copy of the Purchase Order duly signed on each page and the performance security pursuant to ITBCC Clause 27.

26. Contract Agreement

26.1 No more than fifteen (15) days following receipt of the Purchase Order, the successful Bidder shall sign and date its copy on each page and return it to the Purchaser, along with the Performance Security, pursuant to ITBCC Clause 27.

26.2 Copy of Purchase Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.

27. Performance Security

27.1 Not more than fifteen (15) days following receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in the amount specified in the BDS (Point 8). This security will be valid for thirty (30) days after the date of completion of warranty period.

27.2 The security shall be in the following forms:

(a) A bank guarantee (in the format as provided in form 2 of the bidding documents) issued by a Indian, Nationalized/ Scheduled bank acceptable to the Purchaser

27.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier not later than fifteen (15) days after its expiration.

27.4 Failure of the successful Bidder to comply with the requirements of ITBCC Clauses 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

28. Contract Documents

28.1 Subject to Clause ITBCC 28.2 all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

28.2 The order of precedence of the Contract documents will be as follows:

- (i) Contract Agreement
- (ii) All Forms
- (iii) Equipment and their Requirements
- (iv) Supplier's Bid (Technical and Financial Bid)
- (v) Tender Document

29. Amendment to Contract

29.1 No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

30. Supplier's Responsibilities

30.1 Unless otherwise expressly limited in the ITBCC or Equipment & their Requirements, the Supplier's obligations involve

- (i) Supply of Equipment and its accessories given in Section IV of Tender Document,
- (ii) Making operational the Equipment (installation, commissioning & validation of Equipment),
- (iii) Development of test methods & applications,
- (iv) Training, at the cost of Supplier, of personnel in operation, day - to - day maintenance and troubleshooting of the Equipment,
- (v) Supply of Material (instruction / operation / service / maintenance manuals including drawings & circuit diagrams and application notes), Calibration Certificates (where applicable, traceable to national / international standards) and any other documents specified in the Contract, and
- (vi) Maintenance of the equipment after the warranty period.

30.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items, services and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for installation & commissioning, integration & validation of Equipment as if such work and / or items and Materials were expressly mentioned in the Contract.

30.3 The Supplier shall comply with all laws in force in Republic of India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier.

31. Time for Supply, Installation, Commissioning, training and Validation of the Equipment

31.1 The Supplier shall supply the Equipment within the period specified in the BDS (Point 9).

31.2 The Supplier shall thereafter proceed with its installation & commissioning, integration and validation and demonstrate operational acceptance of the Equipment within the period specified in the BDS (Point 10), or within such extended time to which the Supplier shall be entitled under ITBCC Clause 39.

32. Terms of Payment

32.1 The payments shall be released by the Purchaser as per the following milestones.

- i. Seventy percent (70%) of the cost of equipment / item shall be released by the Purchaser within fifteen (15) days of receipt of such a request in writing from the Supplier, accompanied by a certificate from the laboratory In - charge to the effect that the quantities ordered have been received and that the equipment / item has been installed & commissioned satisfactorily.
- ii. Twenty percent (20%) of the cost of equipment / item shall be released by the Purchaser within fifteen (15) days of receipt of such a request in writing from the Supplier, accompanied by a certificate from the laboratory In - charge to the effect that the required training and validation (wherever applicable) has been imparted satisfactorily.
- iii. Ten Percent (10%) of the cost of equipment / item shall be released by the Purchaser within fifteen (15) days of receipt of such a request in writing from the Supplier, accompanied by a certificate from the laboratory In - charge to the effect that the required Method Development, validation as per National / International norms etc., has been carried out satisfactorily.

32.2 The above same terms of payment will be applicable for equipment and its accessories originating in other countries and the indigenous items.

32.3 Payment of Customs Duty and clearance of goods shall be done by the supplier.

32.4 Payment for annual maintenance contract after the warranty period shall be released at half yearly basis at the end of each six months.

32.5 If any time before the delivery of the equipment, it is found that the same equipment have been offered to another party in India at a lower rate, payment shall be restricted to the extent and the Supplier shall be liable to pay the Purchaser the difference in two rates.

33. Taxes and Duties

33.1 Unless specifically mentioned in the Bid and provided in the Contract, the Supplier shall bear and pay all taxes, duties, levies, and charges assessed on the Supplier by all municipal, state, or national government authorities, in connection with the Goods and Services supplied under the Contract.

34. Product Upgrades

34.1 The Supplier shall continue to support and maintain the version / model of the Equipment supplied by upgrading the software and the hardware as and when amendments are carried out in the existing version or the product is upgraded. Whereas upgrades to the software shall be supplied free of cost, the Supplier may charge for upgrade in hardware provided it is of major nature.

35. Penalties

- 35.1 Time is the essence of the contract. The Supplier should give guarantees that it shall complete all activities in accordance with the time limits specified in ITBCC Clause 31.
- 35.2 If the Supplier fails to complete any of the activities in accordance with the time specified for it, or any extension of the time granted by the Purchaser, the Supplier shall pay to the Purchaser penalties at the rate specified in the BDS (Point 11) as a percentage of the Contract Price.
- 35.3 The Purchaser reserves the right to terminate the contract if the Supplier defaults on any of the time limits by more than four (4) weeks.

36. Defect Liability

- 36.1 The Supplier warrants that the Equipment, including all subassemblies and components provided, shall be free from defects in the design, engineering / manufacturing, workmanship and performance that prevent the Equipment and /or any of its subassemblies and components from fulfilling the Equipment Requirements or that limit in a material fashion the operation, reliability, accuracy, sensitivity and precision of the Equipment, its subassemblies and components. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- 36.2 The Warranty Period shall commence from the date of completion of satisfactory supply, installation, commissioning, training, and validation etc. (as applicable) of the Equipment and shall extend for the length of time specified in the BDS (Point 12). The Supplier should rectify free of cost any defect that may develop in the system during the Warranty period. The Warranty period shall automatically stand extended by the time taken to rectify the defects.
- 36.3 If during the Warranty Period any defect, as described in ITBCC Clause 36.1, should be found in the Equipment, the Supplier shall promptly, at its sole cost, repair or otherwise make good such defect as well as any damage to the Equipment caused by such defect. Any defective Equipment, Subassembly or component that has been replaced by the Supplier shall remain the property of the Supplier.
- 36.4 Validation of the Equipment shall be carried out by the Supplier each time a major repair is carried out in the Equipment during the warranty period.
- 36.5 Response time for attending to defects shall be six (6) hours after they are reported to the Supplier or its designated service agent. If the Equipment cannot be used for more than a day by reason of such defect and /or making good of such defect, the Warranty Period for the Equipment shall be extended by a period equal to the period during which the Equipment could not be used by the Purchaser because of such defect and /or making good of such defect.

37. Intellectual Property Rights Warranty and Indemnity

- 37.1 The Supplier hereby represents and warrants that the Equipment as supplied, installed & commissioned along with its Application Software and copying of Manuals & other documents provided to the Purchaser in accordance with the Contract does not and will not infringe any Intellectual Property Rights held by any third party.
- 37.2 The Supplier shall indemnify and hold harmless the Purchaser from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights in accordance with ITBCC Clause 37.1.

38. Effect of Force Majeure

- 38.1 If the Supplier is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the Purchaser in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fifteen (15) days after the occurrence of such event.
- 38.2 The Supplier, when affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract, but without prejudice to Purchaser's right to terminate the Contract under ITBCC Clause 38.4.
- 38.3 No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall:
- (a) Constitute a default or breach of the Contract;
 - (b) (Subject to ITBCC Clauses 38.1 and 38.2) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance;
- if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 38.4 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than thirty (30) days or an aggregate period of more than sixty (60) days on account of one or more events of Force Majeure, the Purchaser shall have the right to terminate the Contract by giving a notice to the Supplier.

39. Extension of Time Limits for supply & making operational the Equipment

- 39.1 The time limit for supply, installation & commissioning, integration & validation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following
- (a) Any occurrence of Force Majeure as provided in ITBCC Clause 38 (Force Majeure);

(b) Any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

40. Assignment

40.1 The Supplier shall not, without the express prior written consent of the Purchaser, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

41. Governing Law

41.1 The Contract shall be governed by and interpreted in accordance with the laws of India.

42. Settlement of Disputes

42.1 Any dispute or claim arising out of / relating to this Contract or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Kolkata.

SECTION III: BID DATA SHEET (BDS)

BDS.no	ITBCC clause	Details
1.	BG 1.2 (VI)	The Purchaser is: Export Inspection Agency - Kolkata
2.	ITBCC 3.1 ITBCC 4.1 ITBCC 6.1	Purchaser's address is: Export Inspection Agency - Kolkata (Ministry of Commerce & Industry, Government of India) World Trade Centre, 14/1B, Ezra Street, Kolkata - 700 001.
3.	ITBCC 10	Bid prices and currency BID PRICES MUST BE QUOTED SEPARATELY FOR EQUIPMENT AND ITS ACCESSORIES ITEMS IN INR
4.	ITBCC 3.1 ITBCC 12	A bid security will be required: The amount of the bid security / Ernest Money Deposit (EMD) is Rs. 1, 00,000/- (Rupees One lakhs only).
5.	ITBCC 13	Period of Bid Validity: The Bids shall be valid for a period of One Twenty (120) days from the date of deadline for the submission of bids
6.	ITBCC 4.1 e ITBCC 16	The deadline for the submission of bids is: Time: 13:30 hours; Date: 21 st April 2015 at Space No. 101(First Floor), Southend Conclave, 1582, Rajdanga Main Road, Kolkata - 700107
7.	ITBCC 4.1	Time, date and location for opening of Technical Bid: Time: 15.00 hours; 21 st April 2015. Export Inspection Agency - Kolkata (Ministry of Commerce & Industry, Government of India) World Trade Centre, 14/1B, Ezra Street, Kolkata - 700 001.
8.	ITBCC 27	Amount of Performance Security: The Supplier shall provide a performance security equal to 10% of the Contract value (excluding the value of annual maintenance charges)
9.	ITBCC 31	The deadline for supply of the equipment is: Six (6) weeks from date of signing of copy of Purchase Order by the Bidder for indigenous items / equipment. Eight (8) weeks from date of signing of copy of Purchase Order by the Bidder for items / equipment originating from other countries. IF required to be extended, On the basis of written request from the supplier with detailed justification well before the deadline of supply or with the quote.
10.	ITBCC 31	The deadline for installation, commissioning, training, validation of equipment (as applicable) are: Installation & commissioning - Two (2) weeks from the deadline for supply of equipment. Training & Method validation - Four (4) weeks thereafter.
11.	ITBCC 35	Rate for Penalties: The Supplier shall pay the Purchaser Penalties at the rate of 1.0% per week of the Contract value (excluding the value of annual maintenance charges) against BDS 9
12.	ITBCC 1.1 ITBCC 36.2 ITBCC 36.3	Warranty Period: The period of Comprehensive warranty shall be Sixty (60) months after satisfactory installation, commissioning, training, Method validation (as applicable).

SECTION IV - SPECIFICATION (EQUIPMENT AND THEIR REQUIREMENTS)

A. SCOPE OF SUPPLY

1. Brief Scope of Supply

1.1 Scope of supply would include:

- (i) Supply, installation, commissioning and validation of Water Purification System, along with standard / essential spares.
- (ii) Supply of optional spares and accessories that may be required for operation of the equipment after warranty period.
- (iii) Supply of Material (instruction / operation / service / maintenance manuals including drawings & circuit diagrams and application notes), Calibration Certificates (where applicable, traceable to National / International standards), etc.
- (iv) Development of Test Methods, Applications, validation of test methods as per international norms.
- (v) Training of personnel in operation & related applications, day - to - day maintenance and troubleshooting of the Equipment, and
- (vi) Comprehensive Maintenance of the equipment for at least three (3) years after expiry of the warranty period of Five (5)years

B. WATER PURIFICATION SYSTEM AND IT'S TECHNICAL REQUIREMENTS

S.No	Specification	Description
1	General	Microprocessor based Water purification system is required generating water to be fit for use in elemental analysis and speciation studies and the quality should meet the requirements laid in ASTM D-1193 for Type I & Type II WATER.
Pre Filtration Unit :		
1	Feed tank/Feed water	<ul style="list-style-type: none"> This unit should take ordinary distilled water/Purified water/Drinking (purified) water from 100 lit HDPE feed tank Feed tank should contain antibacterial coating to reduce the algae and bacteria growth and also should be provided with secondary valve to drain the left over during the cleaning process of the tank as and when required
2	Suitable Pump	<ul style="list-style-type: none"> It should be able to feed to the pre-treatment unit to generate required pressure
3	Pre-treatment unit	<ul style="list-style-type: none"> This unit should have two components- 10 micron, 5 micron & 1 micron pre filters - for removing suspended particles & feed water acceptance of up to 2000 micro Siemens, Conductivity, Fouling Index (SDI) < 12, Total Chlorine < 3 ppm and TOC <2000 ppb. The unit should have automatic low/high pressure cut off.
Type II water:		
1	Unit	<ul style="list-style-type: none"> Pre-treatment cartridge with anti-scaling compound, 0.5micron filter and activated carbon or better. Pre filter cartridge, reverse osmosis cartridge of High flux Thin film composite RO membrane with 100Dalton cut off Conductivity cell should be provided after RO. An anti-scaling agent or similar arrangement to prevent scaling of reverse osmosis membrane is preferred Should have suitable Back wash programme before every operation
2	Out put	<ul style="list-style-type: none"> This unit output should be more than 10 litre/hour (check)
3	Rejection Rate	<ul style="list-style-type: none"> Per hour 95% or more rejection of monovalent and polyvalent ions, dissolved organics, bacteria and particles from the input water
4	Digital display	<ul style="list-style-type: none"> Digital display to indicate status of operation respectively, Resistivity or Conductivity and Temperature and alarm system in case of malfunction of the unit.
5	Type II storage tank	<ul style="list-style-type: none"> Storage tank of HDPE/PP with filters having capacity to hold minimum 30 ltrs or more with multilevel sensors for water level and having continuous circulation.
6	Type II water	<ul style="list-style-type: none"> It should conform to the following specifications Electrical conductivity , max $\mu\text{S}/\text{cm}$ at 298 K(25°C)= 1.0 Electrical Resistivity, min MΩcm at 298 K 298 K(25°C)= 1.0 pH at 298 K(25°C)= > 6.6 Total Organic carbon (TOC),max $\mu\text{g}/\text{l}$=50 Total silica max $\mu\text{g}/\text{l}$=3 Maximum heterotrophic bacteria count =10/100ml Endotoxin EU/ml^B=0.25

Ultrapure Unit: (Type I water):		
1	Unit	<ul style="list-style-type: none"> Should contain cartridge / system to remove +ve and - ve ions, volatile organics, pyrogen, particulate matters > 0.1 µ and UV lamps to break organics and to impart germicidal effect. The ultrapure system should have UV lamp with wavelength at 185 And 254nm wavelength and having minimum 2 years life time. The ultrapure system should have facility to recirculate water to maintain the high quality water during period of nonuse. The water system should have a built in Quick Reference Guide for user friendly usage. There should be continuous communication between the ultrapure water system and the feed tank to ensure that there is always a constant supply of water.
2	Flow rate	<ul style="list-style-type: none"> > 1.5Liter/Minute inbuilt dispensing to dispense Type I water internal pressure regulating valve. Provision for digital display to indicate status of operation, resistivity or conductivity , temperature and also alarm system in case of malfunctioning
3	Digital display	<ul style="list-style-type: none"> The system should incorporate a fully comprehensive, graphic colour LCD display to provide system status, performance parameters, routine maintenance status and alarms of troubleshooting, tank level status and automatic warning for reordering of consumables.
4	Accessories	<ul style="list-style-type: none"> Should be supplied with all related accessories such as cables, racks an all other accessories required to put the system functional.
5	Documentation	<ul style="list-style-type: none"> Supplier should be able to provide IQ/OQ/PO documents as per GMP/GLP
6	Noise level	<ul style="list-style-type: none"> Operation of instrument should be quiet (< 70 decibel) & Volumetric dispensing from 0.5 L till 10L. Should have an option to fix VOC filter to remove volatile organic matter.
7	Type I water	<ul style="list-style-type: none"> The final water quality should conform to ASTM type - I water and in addition to the following specifications Electrical conductivity , max µS/cm at 298 K(25°C)= 0.056 Electrical Resistivity, min Mcm at 298 K 298 K(25°C)= 18 pH at 298 K(25°C)= > 6.6 Total Organic carbon (TOC),max µg/l=<5 Total silica max µg/l=1 Maximum heterotrophic bacteria count =10/1000ml Endotoxin EU/ml^B=0.03
8	Instrument Performance Verification/(IQ,OQ and PQ)	To be done free of cost with traceable standards for the first 5 years (at installation & at every maintenance visit). Documents, Kits & standards etc as required to be supply along with instrument. OQ/IPV should be done free of cost during warranty period.
9	Warranty	<ul style="list-style-type: none"> Minimum 5 years Comprehensive Warranty from the date of completion of installation to the satisfaction of EIA-Kolkata including spares and accessories. It should cover hardware, software, prompt service (within 24 hours on-call), training and application support during the period.
9	After sales service	<ul style="list-style-type: none"> Should have a good after sales service/technical support capable of reaching at short notice the places.

		<ul style="list-style-type: none">• The vendor should also assure supply of spares and service for an additional period of 5 years after warranty period
10	Training of personnel	<ul style="list-style-type: none">• Basic training for a period of not less than two weeks after installation & commissioning of the equipment to technical personnel.• Trouble shooting training as and when required free of cost.
11	Experience	The supplier should have at least 5 installations in India
12	Consumables	<ul style="list-style-type: none">• 10μ,5μ,1μ -4 Cartridges each• R.O.Catridge -One set• Pre-treatment Cartridges -4No's• U.V.lamp (254) nm -1 No.• Dual Wavelength U.V lamp - 1 lamp• Purification Pack- 4 Cartridges

SECTION V: FORMS

**Form # 1
Bid Form**

Date:

To,
**The Joint Director
Export Inspection Agency - Kolkata
(Ministry of Commerce & Industry, Government of India)
World Trade Centre, 14/1B, Ezra Street,
Kolkata - 700 001.**

Subject: Tender No: EIA / Kol /Lab/Equip/ 2014-15 / 03 - Supply of WATER PURIFICATION SYSTEM and it's accessories for Export Inspection Agency - Kolkata, Laboratory.

Dear Sirs,

Having examined the Tender Document, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply the following equipment in full conformity with the said Tender Document for the amount indicated in *the Price Schedule* attached herewith and made part of this bid.

We undertake, if our bid is accepted, to supply, install & commission, integrate and validate the equipment and to perform all other services within the respective time stated in the Tender Document.

If our bid is accepted, we undertake to provide performance security in the form, in the amounts, and within the times specified in the Tender Documents.

We agree to abide by this bid, which, in accordance with ITBCC Clause 9 (Documents comprising the bid) consists of this letter, the Price Schedule, the Bid Security, documents establishing conformity, company information (including that of our relevant partners) (Form 3), list of deviations (Form 5) and Attachments 1 through [*specify: the number of attachments*] to this Bid Form, for a period of One Twenty (120) days from the date fixed for submission of bids as stipulated in the Tender Document, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your Purchase Order, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this *day* of *month*, *year*.

Signed: _____

Date: _____

In the capacity of [*insert: title or position*].....

Duly authorized to sign this bid for and on behalf of

.....

[*insert: name of Bidder*]

Form # 2**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

(Refer Clause 29.1 of "Instructions to Bidders")

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Export Inspection Agency - Kolkata (hereinafter called "the Purchaser") of the other part.
2. Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of _____ (name of the equipment) (hereinafter called the contract) to _____ (hereinafter called the Supplier); _____ (Name of the Supplier)
3. AND WHEREAS the Supplier is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now, I / we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Supplier under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Supplier. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/ disputes raised by the Supplier in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of twenty four months from the date of signing. [Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of warranty period.
7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Supplier.
9. The neglect or forbearance of the Purchaser in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the

Purchaser for the payment hereof shall in no way relieve the bank of its liability under this deed.

10. The expressions “the Purchaser”, “the Bank” and “the Supplier” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the ---
----- day of ----- (Month & year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorised

Bank official

Name :

Designation :

Stamp/Seal of the Bank :

Signed, sealed and delivered
for and on behalf of the
Bank by the above
named _____ in
the presence of :

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

Form # 3

Tender No: EIA / Kol / Lab/Equip/2014-15 / 03 - Supply of WATER PURIFICATION SYSTEM for Laboratory of Export Inspection Agency - Kolkata

PROFILE OF THE BIDDER
(To be furnished with the BID)

1. Company Profile	
Name	
Address of the registered office	
Name & Designation of CEO	
Contact numbers of CEO	
Nature of Business	
Years of operations in India	
Location of offices in India	
2. Alliances for the purpose of this Bid	
Details of alliance(s)	
Type of alliance(s)	
3. Experience / Credentials	
Number of similar units installed in India	
Number of similar units installed in Kolkata	
* List of satisfied customers in India	
4. Service Support in India	
Location of service centers	
Number of trained service engineers	
Number of trained service engineers exclusively dedicated to each equipment offered	
Number of trained service engineers for the equipment offered stationed in Kolkata	
Number of application specialists	
Whether the OEM makes available any service support in India	
5. Availability of spares in India	
Whether the service set up maintains stock of essential spares in India	
Lead time for supply of essential spares	

* Testimonials from three satisfied customers may be attached

Signature _____

Name _____

Designation _____

Date: _____

Place: _____

Seal of Company _____

Form # 4
PRICE SCHEDULE

Date:

To,
The Joint Director
Export Inspection Agency - Kolkata
(Ministry of Commerce & Industry, Government of India)
World Trade Centre, 14/1B, Ezra Street,
Kolkata - 700 001.

Subject: Tender No: Tender No: EIA / Kol / Lab/Equip/2014-15 / 03- Supply of WATER PURIFICATION SYSTEM and its accessories for Export Inspection Agency-Kolkata, Laboratory.

Dear Sir,
We hereby propose to supply the following equipment in full conformity with the Tender Document for your laboratory at Kolkata

We have understood the instructions and the terms and conditions mentioned in the Tender Document furnished by you and have thoroughly examined the technical specifications of the equipment and their scope of supply, as laid down by you and are fully aware of nature and scope of services required.

We hereby confirm our acceptance and compliance to the provisions contained in the Tender Document. We declare that the supplies will be rendered strictly in accordance with the requirements.

We declare that the prices for each line item, as quoted in the enclosed Schedule - 1, are firm and shall not be subject to any variation for a valid period of ninety (90) days from the date fixed for submission of bids. We further declare that unless otherwise specifically mentioned, the quoted prices include all taxes, duties and levies legally leviable and payable for the items quoted, as on the date of the submission of the bids.

Our Annual (Comprehensive) Maintenance Charges (AMC), as quoted in the enclosed Schedule - 3, will be applicable, per year, after expiry of warranty period.

We have given details of deviations (clause-wise) with reference to tender document provisions, along with justification for the Deviations Schedule (Form 5) while the cost of withdrawals of these deviations is given in Schedule-3 of Price Bid enclosed herewith.

Our proposal shall remain valid for acceptance for a period of One Twenty (120) days from the date of opening of the bid by EIA-Kolkata

Signature _____
Name _____
Designation _____

Date: _____
Place: _____
Seal of Company _____

Schedule 2

Subject: Tender No: EIA / Kol / Lab/Equip/2014-15 / 03 - Supply of WATER PURIFICATION SYSTEM for Laboratory of Export Inspection Agency - Kolkata

AMC (Comprehensive) Cost**Amount in Indian Rupees**

<u>Sl.</u>	<u>Equipment</u>	<u>Basic Price</u>	<u>CMC Rate</u>	<u>Amount</u>

Signature _____

Name _____

Designation _____

Date: _____

Place: _____

Seal of Company _____

Note: Recurrent costs of any other nature, if applicable, should be added to the AMC (Comprehensive) costs.

Schedule 3

Subject: Tender No: EIA / Kol / Lab/Equip/2014-15 / 03 - Supply of WATER PURIFICATION SYSTEM for Laboratory of Export Inspection Agency - Kolkata

Cost of Deviations

We declare that the following are the cost related to the deviations from the terms & conditions of your Tender Document.

Clause No.	Statement of Deviation	Cost of Deviations

Our justification for Deviations has been given in Schedule for Deviations (Form 5).

Signature _____

Name _____

Designation _____

Date: _____

Place: _____

Seal of Company _____

FORM # 5

Subject: Tender No: EIA / Kol / Lab/Equip/2014-15 / 03 - Supply of WATER PURIFICATION SYSTEM for Laboratory of Export Inspection Agency - Kolkata
DEVIATIONS SCHEDULE

We declare that the following are the only deviations to the terms and conditions, Technical Specifications as outlined in the Tender Document. Except these deviations, subject to the approval and acceptance by the Purchaser, the entire supply shall be made as per the Tender Document.

Clause No.	Statement of Deviations

Cost of Deviations has been given in Schedule - 4 of the Price Proposal.

Signature _____

Name _____

Designation _____

Date: _____

Place: _____

Seal of Company _____

Form # 6
Particulars of Authorization

To,
The Joint Director
Export Inspection Agency - Kolkata
(Ministry of Commerce & Industry, Government of India)
World Trade Centre, 14/1B, Ezra Street,
Kolkata - 700 001.

Subject: Tender No: EIA / Kol / Lab/Equip/2014-15 / 03 - Supply of WATER PURIFICATION SYSTEM for Laboratory of Export Inspection Agency - Kolkata

Dear Sirs,

Particulars of Authorization of the person signing these documents on behalf of the bidder are as follows:

1. Name, Designation & Address of the authorized person.
 2. Name, Designation & Address of the authorizing person.
 3. Detail of documents showing that the persons mentioned in entry (2) above, is authorized to issue such a Authority.
- (Please enclose the original authorization document.)

Signature:

in the capacity of :

Duly authorized to sign for and on behalf of:

Form # 7

Subject: Tender No: EIA / Kol / Lab/Equip/2014-15 / 03 - Supply of WATER PURIFICATION SYSTEM for Laboratory of Export Inspection Agency - Kolkata

Checklist

Sl	Check	Yes / No
1.	Instructions to the bidders & conditions of contract read & understood?	
2.	Clarifications / explanations / amendments issued, if any, read & understood?	
3.	Technical requirements of the equipment read & understood?	
4.	Technical & Financial Bids furnished separately?	
5.	Financial Bid comprises Forms 4 with Schedule 1 to 4?	
6.	Bid proper signed on each page by authorized person?	
7.	Copy of Tender Document marked "Original" furnished after signing and stamping each page?	
8.	Requirements of the purchaser addressed in the bid?	
9.	Interlineations or erasures in the bid?	
10.	Overwriting in the bid countersigned?	
11.	Bid Security furnished?	
12.	DD / PO for Bid Security drawn in favour of "Export Inspection Agency - Kolkata", payable at "Kolkata"	
13.	Form 1 included in Technical Bid?	
14.	List of deviations furnished in Form 5?	
15.	Company related information furnished in Form 3?	
16.	Authorization for signing the Bid furnished in Form 6?	
17.	Guarantees / undertakings from the OEM furnished in response to clause 11.2 (c) and 34.1?	
18.	Necessary catalogues / technical literature furnished?	
19.	Prices quoted as per Form 4 and Schedule 1?	
20.	Price for AMC after warranty period quoted as Schedule 2?	
21.	Cost of deviations, if any, quoted as Schedule 3?	

Signature _____

Name _____

Designation _____

Date: _____

Place: _____

Seal of Company _____



Head Office

The Joint Director

Export Inspection Agency - Kolkata

(Ministry of Commerce & Industry, Government of India)

World Trade Centre, 14/1B, Ezra Street,

Kolkata - 700 001.

Laboratory

Export Inspection Agency - Kolkata (Laboratory)

(Ministry of Commerce & Industry, Government of India)

Space No. 101(First Floor), Southend Conclave, 1582, Rajdanga Main Road,

Kolkata - 700107.