

Telephone: + 91 - 33 - 22352651 / 52  
Email: [eia-kolkata@eicindia.gov.in](mailto:eia-kolkata@eicindia.gov.in)

Fax: + 91 - 33 - 22354562  
Website: <http://www.eicindia.gov.in>

# **TENDER DOCUMENT**

## **PROCUREMENT OF EQUIPMENT FOR LABORATORY OF EXPORT INSPECTION AGENCY - Kolkata**

**Tender No: EIA / KOL / 2011 - 12 / 02 - Supply of “HPLC / UPLC (High Pressure Liquid Chromatograph / Ultra Pressure Liquid Chromatograph)” Equipment for Laboratory of Export Inspection Agency - Kolkata**

1.	Price of the Tender Document	Rs 1000.00
2.	HPLC/UPLC	
2a.	Last Date & time of Sale of Tender Document	13.01.2012, 17.00 Hrs
2b.	Last Date & Time of Submission of Tender	16.01.2012, 14.30 Hrs
2c.	Opening of the Tender	16.01.2012, 15.30 Hrs
3.	Bid Security	Rs 80,000.00



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

## **INSTRUCTIONS TO BIDDERS INCLUDING CONDITIONS OF CONTRACT**

---

### **1. Scope of Bid**

- 1.1 EIA Kolkata invites bid for supply, installation and commissioning of laboratory equipment, including critical spares and maintenance for two years after validation for its laboratory at Kolkata.

### **2. Cost of Bidding**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser (EIA-Kolkata) shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding.

### **3. Tender Document**

- 3.1 The Tender Document is not transferable.
- 3.2 Two copies of Tender Document are issued herewith. The bidder shall return the copy marked "Original" with its bid and retain the copy marked "Copy" for reference.

### **4. Clarifications on Tender Document**

- 4.1 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.
- 4.2 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.

### **5. Amendment of Tender Document**

- 5.1 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).
- 5.2 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.

### **6. Language of Bid**

- 6.1 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.
- 6.2 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.

## **7. Documents Comprising the Bid**

Shall consist of Technical, commercial (Price) Bids and Bid security, enclosed in separate sealed covers and put together in a larger sealed envelope.

7.1 All bids must be substantially responsive and shall comprise the following:

- a. Bid security;
- b. Separate envelopes for technical as well as commercial bid sealed and put together in a sealed cover along with bid security.
- c. Documents establishing conformity of the Equipment to the Tender Document;
- d. Bidder's company related information;
- e. Copy of Tender Document marked "Original" with each page signed and stamped to acknowledge acceptance of the same;
- f. Any other information, which the Bidder wishes to provide.
- g. Users list of same or at least closely similar equipments supplied for similar purpose.

## **8. Format and Signing of Bid**

8.1 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons authorized. 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.

8.2 The bid shall not contain any 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.

## **9. Sealing and Marking of Bids**

9.1 The Bidder shall seal the bid in an envelope.

9.2 The envelope shall

- (a) be addressed to the Joint Director, **Export Inspection Agency – Kolkata, (Ministry of Commerce & Industry, Govt. of India), World Trade Centre, 14/1B, Ezra Street, Kolkata – 700001.**
- (b) bear the reference number, the title of the Tender Document ("Tender No. EIA / Kol / 2011 – 12 / 02 – Supply of HPLC / UPLC Equipments for 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.

9.3 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.

9.4 Cable / Facsimile or Fax / conditional Bids shall be rejected.

**10. Bid Prices**

- 10.1 Prices must be quoted separately for each equipment / item identified
- 10.2 Price quoted for equipment must include all incidental costs associated with packing, transportation, insurance, all duties and levies, delivery of equipment to the laboratory at Kolkata including its installation (IQ/OQ/PQ), commissioning, integration and validation.
- 10.3 In case of equipments originating in other countries, prices shall be quoted both on FOB (port of shipment) and CIF (Kolkata) basis.
- 10.4 Price of Annual Maintenance Contract for three (3) years after the warranty period shall be quoted separately for each equipment. Purchase reserves the right to negotiate on AMC.
- 10.5 Prices quoted by the Bidder shall be firm during the validity of the bid.

**11. Bid Currency**

- 11.1 Prices of indigenous equipments / items shall be quoted in Indian Rupees.
- 11.2 Prices of equipments / items originating in other countries shall be quoted either in US Dollars or in Indian Rupees.

**12. Conformity of the Tender Document**

- 12.1 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 the Tender Document.
- 12.2 The documentary evidence of conformity of the Equipment to the Tender Document may be in the form of written descriptions supported by 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;

**13. Bid Security**

- 13.1 The Bidder shall furnish, as part of its bid, a bid security that shall be interest free and of the amount stipulated in the tender document.
- 13.2 The bid security shall be in the form of a demand draft / pay order drawn in favour of "Export Inspection Agency - Kolkata" and payable at Kolkata.
- 13.3 Any bid not accompanied with the prescribed bid security shall be rejected by the Purchaser as non-responsive.
- 13.4 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.
- 13.5 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 or
  - (b) In the case of the successful Bidder, if the Bidder fails to:
    - (i) sign the Contract or
    - (ii) furnish performance security.

**14. Period of Validity of Bids**

14.1 Bids shall remain valid for the period mentioned in the tender document after the date of deadline for submission of bids prescribed by the Purchaser.

**15. Deadline for Submission of Bids**

15.1 Bids must be received by the Purchaser at the address specified not later than the time and date as stated. 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.

15.2 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.

**16. Late Bids**

16.1 Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser, shall be rejected and returned unopened to the Bidder.

**17. Modification and Withdrawal of Bids**

17.1 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.

17.2 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".

17.3 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, 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.

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

17.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security.

**18. Opening and Examination of Bids**

18.1 The Technical bids will be opened on the prescribed date and time as mentioned in the Bid document. Bidders or their representative may present during the opening of technical bid if they wishes to be present.

18.2 The purchaser will evaluate the technical bids. Those bids, whose technical bids fulfill the technical requirements and responsive to the tender requirements will be considered. Those bids which found to be either non responsive, not satisfying the technical requirements or both will not be considered and will be rejected.

- 18.3 The Price bids of the successful bidders on the basis of evaluation as mentioned at 18.2 will be considered for opening of price / commercial bid. Date and time of opening of price / commercial bid will be intimated to the successful bidders.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 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.

## **19. Clarification of Bids**

- 19.1 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.

## **20. Evaluation of Responsive Bids**

- 20.1 The Purchaser will evaluate the bids that have been determined to be substantially responsive.

**21. Contacting the Purchaser**

- 21.1 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.
- 21.2 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.

**22. Award Criteria**

- 22.1 Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Evaluated Bid.

**23. Purchaser's Right to Accept / Reject / Modify Bids**

- 23.1 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.
- 23.2 The Purchaser reserves the right to negotiate with the Bidder having the Lowest Evaluated Bid, in terms of the technical configuration proposed by the Bidder.

**24. Award of Purchase Order**

- 24.1 Prior to the expiration of the period of bid validity, the Purchaser will issue the Purchase Order to the successful Bidder in writing.
- 24.2 The Purchase Order will constitute the foundation of the Contract.
- 24.3 Upon the successful Bidder's furnishing of the copy of the Purchase Order duly signed on each page and the performance security, for the equipments ordered in foreign currency, the Purchaser will open a letter of credit (LC) at the State Bank of India or any other convenient Indian Scheduled Bank. For opening of LC necessary arrangements shall be made by the supplier or its authorized agents.

**25. Contract Agreement**

- 25.1 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.
- 25.2 Copy of Purchase Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.

**26. Performance Security**

- 26.1 Not more than fifteen (15) days following receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security for the amount specified. This security will be valid for sixty (60) days after the date of completion of warranty period.
- 26.2 The security shall be in one of the following forms:
  - (a) A bank guarantee (in the format as provided in form 3 of the bidding documents) issued by a Indian Scheduled bank acceptable to the Purchaser
  - (b) A Demand Draft / Bankers Cheque drawn in favour of Export Inspection Agency - Kolkata, payable at Kolkata.
- 26.3 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.

- 26.4 Failure of the successful Bidder to comply with the requirements 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.

## **27. Contract Documents**

- 27.1 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.

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

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

## **28. Amendment to Contract**

- 28.1 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.

## **29. Supplier's Responsibilities**

- 29.1 The Supplier's obligations involve
- Supply of Equipment / items given in Tender Document,
  - Making operational the Equipment (installation, commissioning & validation of Equipment),
  - Development of test methods & applications,
  - Training, at the cost of Supplier, of personnel in operation, day - to - day maintenance and troubleshooting of the Equipment,
  - 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
  - Maintenance of the equipment after the warranty period.
- 29.2 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.
- 29.3 The Supplier shall comply with all laws in force in 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.



**30. Time for Supply, Installation, Commissioning and Validation of the Equipment**

- 30.1 The Supplier shall supply the Equipment within the period specified in the tender document i.e. within four weeks of signing the purchase order or within the period mutually agreed between purchaser and supplier.
- 30.2 The Supplier shall thereafter proceed with its installation & commissioning, integration and validation and demonstrate operational acceptance of the Equipment within the period specified, unless otherwise it is mutually agreed.

**31. Terms of Payment**

- 31.1 For the equipments ordered in Indian currency, payments shall be released by the Purchaser as per the following milestones.
- i. Ninety percent (90%) 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 and validated satisfactorily.
  - ii. 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 training has been imparted satisfactorily.
- 31.2 For the equipments ordered in foreign currency, payments shall be released by the Purchaser as per the following milestones.
- i 70% of the cost of equipment in foreign currency on receipt of shipping documents by the bank, as provided for in the LC to be opened.
  - ii 10% of the cost of equipment in foreign currency on completion of the training of personnel, upon receipt of the certificate from the laboratory in-charge.
  - iii 20% of the cost of equipment in foreign currency on validation of the equipment, upon receipt a certificate from the laboratory in-charge.
- 31.3 For equipments ordered in foreign currency, opening of LC, Payment of Customs Duty and clearance of goods at Kolkata port shall be arranged by the supplier or its authorized Indian agent. The custom duty as applicable will only be paid by the purchaser.
- 31.4 Payment for annual maintenance contract after the warranty period shall be released at the end of six month /year.
- 31.5 If any time before the delivery of the equipments, it is found that the same equipments 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.

**32. Taxes and Duties**

- 32.1 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.

**33. Product Upgrades**

33.1 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.

**34. Penalties**

34.1 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 Tender document.

34.2 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.

**35. Defect Liability**

35.1 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.

35.2 The Warranty Period shall commence from the date of validation of the Equipment and shall extend for the length of time specified in the tender document.

35.3 If during the Warranty Period any defect 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.

35.4 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.

35.5 Response time for attending to defects shall be 24 - 48 hours after they are reported to the Supplier or its designated service agent. If the Equipment cannot be used for more than 2 days 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.

**36. Intellectual Property Rights Warranty and Indemnity**

36.1 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.

- 36.2 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.

**37. Effect of Force Majeure**

- 37.1 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.

- 37.2 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.

- 37.3 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) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.

- 37.4 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.

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

- 38.1 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;
  - (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.

**39. Assignment**

- 39.1 The Supplier shall not, without the express prior written consent of the Purchaser, assign to any third party the Contract or any part thereof.

**40. Governing Law**

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

**41. Settlement of Disputes**

- 41.1 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.

**BID DATA SHEET**

1	The Purchaser is:	<b>Export Inspection Agency - Kolkata</b>
2	Purchaser's address is:	<b>Export Inspection Agency - Kolkata (Ministry of Commerce &amp; Industry, Government of India) World Trade Centre, 14/1B, Ezra Street, Kolkata – 700 001.</b>
3	A bid security will be required:	<b>The amount of the bid security / Ernest Money Deposit (EMD) is Rupees Eighty Thousands only (Rs 80,000)</b>
4	Period of Bid Validity:	<b>The Bids shall be valid for a period of ninety (90) days from the date of deadline for the submission of bids</b>
5	The deadline for the submission of bids is:	<b>Time: 14.30 hours; Date: 16 January 2012.</b>
6	Time, date and location for opening of Bids:	<b>Time: 15.30 hours; Date: 16 January 2012.  Export Inspection Agency - Kolkata (Ministry of Commerce &amp; Industry, Government of India) World Trade Centre, 14/1B, Ezra Street, Kolkata – 700 001.</b>
7	Amount of Performance Security:	<b>The Supplier shall provide a performance security equal to 10% of the Contract value (excluding the value of annual maintenance charges)</b>
8	The deadline for supply of the equipment is:	<b>Four (4) weeks from date of signing of copy of Purchase Order by the Bidder</b>
9	The deadline for validation of equipment is:	<b>Two (2) weeks from the deadline for supply of equipment</b>
10	Rate for Penalties:	<b>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)</b>
11	Warranty Period:	<b>The period of warranty shall be twenty four (24) months after validation</b>

## 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 Equipment required by the Purchaser, 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 and Applications.
- (v) Training of personnel in operation & related applications, day - to - day maintenance and troubleshooting of the Equipment, and
- (vi) Maintenance of the equipment for at least three (3) years after expiry of the warranty period.

### B. EQUIPMENTS AND THEIR REQUIREMENTS

#### HPLC / UPLC

High Performance Liquid Chromatograph with Poly Diode Array (PDA), Fluorescence detector with autosampler, online degasser unit, column holding chamber and software aided fully automatic operation is required for analysis of antibiotics, aflatoxins, amino acids and other chemical parameters etc. The equipment and its accessories are to be operated through Interface controlled by software. All the components of HPLC have to be communicated through communication ports and Interface which then controlled by software. The latest configuration PC, LCD/LED monitor and Laserjet printer etc are to be provided along with the above mentioned equipment.

#### Solvent Delivery Unit

Sl No	Specifications / Requirements	
1	Pump	Binary Gradient with Dynamic gradient mixer should be capable of operating with 3-4 Solvents at a time during gradient operation
2	Composition Range	0 - 100 % among the 3 - 4 solvent lines

Sl No	Specifications / Requirements	
3	Gradient accuracy mixing	± 0.5 %
4	Gradient curve	Linear and Exponential (Positive and Negative)
5	Flow range	0.1 to 5 ml/min or better
6	Flow Increment	0.1 ml
7	Flow accuracy	± 1 %
8	Flow Precision	RSD < 0.5 % or better
9	Retention reproducibility time	RSD < 0.5 % or better
10	Pumping System	Software controlled
11	Maximum Pressure	5000 PSI or better
12	Pulnger	Pump should be micro-volume double plunger pump Capacity : 10 ul or Specify
13	Plunger Rinsing mechanism	Automatic
14	pH of operation	1 - 9
15	Operating environmental condition	Temp : 22 - 40 °C and Humidity - 20 -80 % RH
16	Safety Measures	Sensors for leak detection and auto cut off at high pressure should be provided as safety measure
17	Communication Port	Available

**Degasser**

Sl No	Specifications / Requirements	
1	Degasser	Online Vacuum No of degassed solvents should be 3 - 4 and degasser flow line capacity 300- 500 ul
2	Maximum flow rate	10 ml/ min
3	Number of channels	4 - 5 (3 - 4 for line and 1 for autosampler rinsing) or specify
4	Internal volume	Typically 12 ml per channel
5	Material in contact with solvent	PTFE, PEEK
6	Communication Port	Available

**Auto sampler**

Sl No	Specifications/Requirements	
1	Tray Capacity	Not Less than 50 vials to accommodate 1.5 - 2 ml vials/ tubes and 3 - 5 Nos of 10 ml vials for rinsing and dilution options
2	Replicate injections	1 - 99 injections
3	Vial Detection	Through Sensor
4	Injection Volume Range	Total sample injection or variable injection volume (no sample loss)
5	Loop volume	Specify

Sl No	Specifications/Requirements	
6	Injection volume accuracy	$\pm 1 \%$
7	Injection volume repeatability	$\leq 0.5 \%$ RSD
8	Injector Linearity	$>0.999 (r^2)$
9	Sample Syringe Sizes	250 $\mu$ l or able to inject 5-50 $\mu$ l volume
10	Injection Cycle time	2 - 3 samples per minute
11	Sample Probe	Pressure Assisted injection
12	Needle Rinsing	Before and after each injection, outer and inner of needle
13	Sample Carry over	Nil or $< 0.02 \%$
14	Flush Cycle	User selectable
15	Sample Rack cooling facility	8 - 35 $^{\circ}$ C
16	Flush volume	0- 2000 $\mu$ l, User selectable
17	Max Operable Pressure	Upto 5000 psi or better
18	Valve Material in contact with sample	Stainless steel, Vespel, Ceramic, Peek
19	Ambient Temperature of operation	4 - 40 $^{\circ}$ C
20	Ambient Relative Humidity limits of operation	20- 80 %
21	pH of operation	1 - 9
22	Communication Port	Available
23	Safety	Stop operation when pressure is more than 3500 - 5000 psi as per setting

### Column Oven

Sl No	Specifications / Requirements	
1	Operation Range	10 to 50 $^{\circ}$ C or better
2	Temperature accuracy	$\pm 1 \%$
3	Control	Heating / Cooling automatic sensor based
4	Post column derivatisation	Loop should be provided to carry out post column derivatisation. The suitable pump to be provided for flow of derivatisation liquid. Minimum 2 flow lines
5	Safety	Auto stop of pump incase leakage or failure of temperature controlling system. Liquid leakage sensor
6	Communication Port	Available



**Detectors****Photo Diode Array Detector**

Sl No	Specifications / Requirements	
1	Light Source	Deuterium and Tungsten – Halogen Lamp. Long Life Deuterium lamp with 1000 – 2000 hrs operation
2	Number of Photo diodes Elements	Minimum 512
3	Wave length range	190- 700 nm, Increment of 1 nm
4	Wave length accuracy	± 1 nm
5	Wavelength Precision	± 0.1 nm
6	Signal Noise	1 x 10 <sup>-5</sup> AU or Less at 250 nm
7	Linear Range	Not more than 5 % deviation
8	Signal Drift	1.0 x 10 <sup>-3</sup> / hr or less at 250 nm
9	Calibration of Optics	Auto calibration for GLP compliance
10	Flow Cell	Appropriate
11	Ambient Temperature of operation	22- 40°C
12	Ambient Relative Humidity limits of operation	20- 80 %
13	Signal Processing	A/D or D/A converter
14	Functions	Contour out put, Scanning single or multi wavelength at a time, MAX plotting, spectrum library, Multichannel signal acquisition
15	Safety	Liquid leakage detection and auto put off of pump. Easy cleanable flow cell.
16	Communication Port	Available

**Fluorescence Detector**

Sl No	Specifications / Requirements	
1	Source	Xenon Lamp
2	Spectral acquisition	Excitation and Emission Septra, Scan speed 25 – 30 ms per data point
3	Cell volume	8 -16 ul
4	Excitation Wave length range	200- 700 nm
5	Emission Wave length range	210- 900 nm
6	Wave length accuracy	± 4 nm or Better
7	Wave length repeatability	± 0.5 nm or Better
8	Sensitivity Range	1,2,4,8,16,32,64,128,256
9	Gain	x 1, x 10, x 100, x 1000
10	Response	Fast, Standard, Slow
11	Sensitivity	S/N ≥ 350 for Raman Peak of Water (Ex = 350 nm, Time constant = 1.5 sec with standard cell ) or Specify
12	Band width for Excitation and Emission	20 nm or less

Sl No	Specifications / Requirements	
13	Pressure Limit	140- 150 PSI
14	Function	Dual wavelength detection, Wavelength Scanning
15	Calibration of Optics	Auto calibration for GLP compliance
16	S/N	Water Raman Peak S/N> 1200
17	Ambient Temperature of operation	20- 40°C
18	Ambient Relative Humidity limits of operation	20- 80 %
19	Signal Processing	A/D or D/A converter
20	Safety measure	Liquid leakage Sensor. Auto put off pump on leak
21	Communication Port	Available

### **Spare and Consumables**

Columns :      RP -18 ( 4.6 mm ID x 250 mm, 5 u SS or Equivalent) – 1 No  
                       RP -18 (4.6 mm ID x 150 mm, 5 u SS or Equivalent) – 1 No  
                       RP - 8 (4.6 mm ID x 150 mm, 5 u SS or Equivalent) – 1 No  
                       Security Guard Cartridges for the above columns  
                       Universal Guard Holders

Vials – As suitable 2 Packs ( Each pack containing 100 vials)

Pump Maintenance Kits/line frits/filters etc – Minimum 2 sets

Pump Seal – 2 Sets

D 2 Lamp – 1 No

Other suitable consumables as found suitable

### **Warranty and AMC**

Minimum 2 Years warranty after successful installation of the instrument. Service and training during warranty period should be free of cost. AMC for next three years and rate of AMC has to be furnished. The AMC amount should include the charges for validation of the instrument (only labour). The number of preventive maintenance during AMC period should be 2 numbers and the breakdown visits should be provided as and when required without charge.

### **Training**

*Training for the operation of instrument, software, data evaluation, trouble shooting and development of analytical methods will be provided free of cost during the warranty period and AMC period.*

### **IQ/OQ/PQ**

The installation Qualification, Operational qualification and Performance Qualification of the instrument has to be performed at the time of installation. The operational and performance qualification of the instrument has to be performed at least once in a year or after major breakdown of instrument. The job will be done free of cost during warranty and AMC period. At the time of supply of the instrument the IQ/OQ/PQ documents in soft and hard copies and essential kits has to be supplied free of cost. During 2<sup>nd</sup> warranty year and AMC period the validation kits will be procured on paid basis.

**Computer and Soft ware**

Latest version of soft ware to take care of the entire operation of instrument and its components, real time data acquisition, management, processing and reporting with regulatory compliance to 21CFR part 11 to be provided. PC with latest configuration with LCD/LED monitor suitable for the operation, optical mouse, key board. Laser printer etc to be provided to operate the instrument.

\* \* \* \* \*

---

## FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

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 moneys, 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 .....

**Tender No: EIA / Kol / 2011-12 / 02 - Supply of HPLC/UPLC for Laboratory  
of Export Inspection Agency - Kolkata**

**PROFILE OF THE BIDDER**

(To be furnished with the BID)

<b>1.</b>	<b>Company Profile</b>	
	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	
<b>2.</b>	<b>Alliances for the purpose of this Bid</b>	
	Details of alliance(s)	
	Type of alliance(s)	
<b>3.</b>	<b>Experience / Credentials</b>	
	Number of similar units installed in India	
	Number of similar units installed in Kolkata	
	* List of satisfied customers in India	
<b>4.</b>	<b>Service Support in India</b>	
	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 equipments offered stationed in Kolkata	
	Number of application specialists	
	Whether the OEM makes available any service support in India	
<b>5.</b>	<b>Availability of spares in India</b>	
	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 \_\_\_\_\_