



EXPORT INSPECTION AGENCY – KOCHI
(Ministry of Commerce & Industry, Government of India)
27/1767 A, Shipyard Quarters Road,
Panampilly Nagar (South),
Kochi –682036

Telephone: + 91 - 484 – 2316945 / 46

Website: <http://eicindia.gov.in/>

Email: eia-kochi@eicindia.gov.in

Corrigendum for the Extension of Date

Name of the equipment: Automated Food Sample Dilutor

<u>Tender ID</u>	<u>Old date</u>	<u>Extended date</u>
2019_EIC_499976_1 Supply of AUTOMATED FOOD SAMPLE DILUTOR	07-10-2019	17-10-2019



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Corrigendum for EMD

Name of the equipment: Automated Food Sample Dilutor

<u>Tender ID</u>	<u>Old EMD</u>	<u>New EMD</u>
2019_EIC_499976_1 Supply of AUTOMATED FOOD SAMPLE DILUTOR	16500	39000

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TENDER FOR THE SUPPLY OF AUTOMATED FOOD SAMPLE DILUTOR

Tender Enquiry No: **EIA/KOC/CP/2019-20/08**

Email : eia-kochi@eicindia.gov.in

Website : <http://eicindia.gov.in/> (EIC website)

www.eprocure.gov.in (e-procurement website)

Tel : 0484-2316945/2316946/2316949

The bid shall be submitted online only at Central Public Procurement Portal website at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)

Manual bids will not be accepted.

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Section I: Background

A. GENERAL

1. Abbreviations and Definitions Used

1.1 The following abbreviations have been used in this document.

BG	:	Bank Guarantee
CIF	:	Cost, Insurance and Freight
EIA	:	Export Inspection Agency
EIC	:	Export inspection Council
FOB	:	Free on Board
OEM	:	Original Equipment Manufacturer
CPP	:	Central Public Procurement
DSC	:	Digital Signature Certificates

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 supporting document associated with contract agreement.
- (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 organization purchasing the Equipment
- (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 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)
- (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 is a statutory organization established by the Central Government under the Export (Inspection & Quality Control) Act, 1963 (22 of 1963). Operating under the technical and administrative control of the EIC, it provides quality control, pre – shipment inspection and laboratory testing services to the export trade through its regional head offices located at Kochi, Chennai, Mumbai, Delhi and Kolkata and their sub offices. Its activities are supported by well-equipped analytical laboratories.

3. Aims and Objectives of the exercise

- 3.1 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.
- 3.2 The aim of this exercise is to enhance the capacity of existing equipment.
- 3.3 The primary objective of this exercise is to select and purchase equipment listed in the Requirements section of the Tender Document.

SECTION II: NOTICE INVITING TENDER

Telephone: + 91 - 484 - 2316945 / 46

Email: eia-kochi@eicindia.gov.in

Fax: + 91 - 484 - 2316948

Website: <http://eicindia.gov.in/>



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NOTICE INVITING TENDER

EIA-Kochi invites e-tenders for the supply of Automated Food Sample Dilutor for EIA-Kochi and EIA-Kolkata through e-procurement placed in the website www.eprocure.gov.in under two bid system from reputed manufacturers/suppliers

Place of supply of the equipment	EIA-Kochi and EIA-Kolkata
Quantity of supply	TWO
Tender enquire no.	EIA/KOC/CP/2019-20/08
Published date	16-09-2019 - 11.00 hrs
Bid submission start date	16-09-2019 - 13.00 hrs
Corrigendum Date	26-09-2019
EMD cost	Rs.39000/- or bid securing declaration
EMD submission end date (REVISED)	16-10-2019 - 11.00 hrs
Bid submission end date (REVISED)	17-10-2019 - 11.00 hrs
Technical bid opening date (REVISED)	18-10-2019 - 11.00 hrs

IMPORTANT INFORMATION

1. Tender documents can be downloaded from EIC website <http://eicindia.gov.in/> or from the Central Public Procurement portal (CPP) www.eprocure.gov.in . Bidders shall enroll/register in the e-procurement module of CPP through the website of www.eprocure.gov.in for participating in the bidding process. Bidders should also possess a valid DSC (Digital Signature Certificate) for online submission of bids.
2. **Bid received only through e-tendering portal www.eprocure.gov.in will be considered. Bids received in any other form will be rejected.**
3. EIA-Kochi reserves the right to accept/reject any or all tenders in part/full without assigning any reason thereof.
4. EIA-Kochi will not be responsible for any delay in enrollment/registration as bidder or submitting/uploading in the e-tender portal. Bidders are advised to register in the e-procurement website and enroll their DSC for uploading the quotations well in advance
5. Any change/corrigendum/extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore advised to regularly visit EIC website and e-procurement portal for updates.

Place: Kochi
Date: 16-09-2019

Deputy Director
EIA-Kochi

SECTION III: INSTRUCTIONS TO BIDDERS INCLUDING CONDITIONS OF CONTRACT

1. **Instruction for Online registration and submission of bids**
- 1.1 EIA (referred to as “the Purchaser” in this Tender Document) invites bids for supply, installation and commissioning of laboratory equipment for its laboratories at EIA-Kochi, Chennai, Kolkata and Mumbai.
- 1.2 For online Bid submission, as per directive of Department of Expenditure, this tender document has been published on the CPP ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP portal, using valid Digital Signature Certificates. Additional information/guidance for submitting the online bids on the CPP portal is available on www.eprocure.gov.in/eprocure/app
- 1.3 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 1.4 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.5 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal
- 1.6 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 1.7 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 1.8 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 1.9 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 1.10 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. All tender documents and price bid (BOQ) to be uploaded as per this tender are to be digitally signed by the bidders.
- 1.11 Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
- 1.12 Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD instrument should be posted/couriered/given in person to this office,

latest by the last date of EMD submission or as specified in the tender documents. The details of the DD/banker cheque/BG, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected

- 1.13 Bidders are requested to note that they should necessarily submit their financial bids in the format provided by EIA Kochi in e-procurement portal and no other format is acceptable. The price bid has been given as a standard BoQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 1.14 The bidder shall log out into the site well in advance for submission of bid so that the bids are uploaded on time before the bid submission date and time. Bidders will be responsible for any delay due to other issues. Further assistance for Bidder can be found in **Bidder manual kit** in <https://eprocure.gov.in/eprocure/app>
- 1.15 The intending tenderer, in case of Original Equipment Manufacturer (OEM) shall upload a declaration on their letter head as PDF file in Cover-1 of e-tender, along with tender documents, confirming that they are regularly manufacturing and supplying, installing, commissioning similar equipment for last 2 years and providing after service support after supply for a minimum of next 5 years.
- 1.16 The intending Tenderer, in case of Authorized distributor/Authorized Dealer shall possess valid authorized distributorship/dealership license from OEM. The tenderers shall enclose the copy of the same as PDF file in Cover-1 of the e-tender while submitting the tender
- 1.17 The equipment/instrument shall be in compliance with the specification mentioned in Annexure-I of the tender and shall be of the latest technology. The tenderer shall enclose the copy of a compliance statement of each point and additional features if any, as PDF file in Cover-1 of the e-tender while submitting the tender
- 1.18 Comprehensive warranty for a period of minimum two years after successful installation and commission has to be provided for the equipment and associated accessories.
- 1.19 While submitting the tender online, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulated any condition of their own, such conditional tenders are liable to be rejected.
- 1.20 In charge, EIA-Kochi reserves the right to reject any tender/bid wholly or partially without assigning any reason.
- 1.21 The technical committee constituted by the In charge, EIA-Kochi shall have the right to verify the particular furnished by the bidder independently.
- 1.22 Tenderers/bidders shall take into account all costs including installation, commissioning, transportation etc. for giving delivery of materials at the installation site specified and

removing the existing buy back equipment (if any) before quoting the rates. No claim for any extra payment for any reason shall be entertained later.

- 1.23 The equipment shall be delivered at respective sites and the supplier shall be responsible for any damage during the transit of goods.
- 1.24 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 1.25 All communication with respect to the tender shall be addressed to

The In charge
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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 any thing 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.

4. Tender Document

The tender document containing, tender notice, specifications, terms & conditions and instructions etc. can also be downloaded from the EIC-website www.eicindia.gov.in, however only bids received on CPP portal will be considered for opening. Bids in any

physical form sent through fax/email/courier/post/delivered personally will not be considered

5. Contents of Tender Document

- 5.1 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 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 Any clarifications on tender document and technical specification will be addressed during the pre-bid meeting where applicable.
- 6.2 **The pre-bid meeting will be done on the date given in the notice inviting tender and also as given in the e-procurement portal.**

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 corrigendum in e-procurement portal and the same shall be notified in the EIC website.
- 7.2 Any amendment found suitable during the pre-bid meeting may also be considered as a corrigendum in e-procurement portal and the same shall be notified in the EIC website. 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 online shall include all documents in PDF format as per COVER I.
- 9.2 Indian agents who are quoting on behalf of Foreign Prime Equipment Manufacturer, have to compulsory enlist themselves with the Central Purchase Organization (eg. DGS&D) and details of such enlistment should be furnished along with the bid in Cover 1.

- 9.3 A declaration stating that there is no default by Indian agent/ foreign principal/ or the participating firm in supply of equipments in past to any of the labs/ organization or publicly funded bodies shall be furnished along with the bid in Cover 1.

10. Bid Prices

- 10.1 Prices must be quoted separately in BOQ as per technical specification in Annexure I.
- 10.2 The tender shall be valid for period of 90 days from the date of opening of the tender. Price quoted for equipment must include all incidental costs associated with delivery of equipment to the laboratory sites of installation including its installation, commissioning, integration, validation, training wherever applicable.
- 10.3 In case of equipments originating in other countries, prices shall be quoted in Indian Rupees only. If taxes, duties or any other charges over and above the rates quoted are payable by the purchaser actuals shall be clearly indicated in BOQ.
- 10.4 Prices quoted by the Bidder shall be firm during the validity of the bid.
- 10.5 If a bidder quotes nil charges/consideration the bid shall be treated as unresponsive and will not be considered.

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 and the indigenous equipments / items shall be quoted in Indian Rupees only.

12. Conformity of the Tender Document

- 12.1 The documentary evidence of conformity of the Equipment to the Tender Document may be in the form of written descriptions / literature / diagrams / certifications, including the below in Cover I
- (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 including the spares for at least up to 5 years either directly or through its authorized service center

13. Bid Security

- 13.1 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department will be exempted from the payment of Bid security (EMD) as defined under Rule 170 of General Financial Rules (GFR), 2017. In such case, copy of the certificate showing registration with the above mentioned institutions shall be uploaded in Cover-I of the e-tender in PDF format. The Indian agents of foreign firms registered with Central Purchase Organization (DGS &D etc.) as explained at SL no. 9.2 above are not eligible for exemption from submission of bid security.
- 13.1 The bid security (EMD) to be submitted is **Rs. 39000/- (Rupees Thirty nine thousand only)**.
- 13.2 The bid security shall be in the form of a demand draft / Bankers cheque in favour of "Export Inspection Agency - Kochi" and payable at Kochi or Bank Guarantee valid for 45 days beyond the validity of bid. The bid security has to be submitted to this office on or before **07-10-2019**. **Name of the Bidder/firm, Tender and Tender reference number has to be furnished behind the bid security DD/Bankers cheque/BG. The scanned copy of the Bid security by way of DD/Bankers Cheque/BG in PDF form shall be included in Cover I and uploaded through e-procurement portal. The offer without bid security will be rejected.**
- 13.3 The bid security of the successful bidder will be returned as promptly as possible, after the successful bidder has furnished the required performance security. In case of unsuccessful bidder the EMD will be returned without any interest within thirty (30) days after conclusion of the contract.
- 13.4 The bid security may be forfeited:
- (a) If a Bidder:
 - (i) Withdraws its bid during the period of bid validity
 - (ii) Fails to accept the order based on their offer or fails to supply the items.
- 13.5 Bidder can submit **bid securing declaration** on their letter head signed by authorized signatory as an alternate option to bid security amount mentioned at SL no. 13.1 and 13.2 **accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with Export Inspection Council and EIAs.**

14. Period of Validity of Bids

- 14.1 Bids shall remain valid for the period of 90 days from the date of opening of the tender.

15. Format and Signing of Bid

- 15.1 The technical bid shall be uploaded in PDF format only as per COVER I **with digital signature of the bidder.**
- 15.2 The financial bid (BOQ) shall be filled in Excel format as per the instructions given in price bid **with digital signature of the bidder.**
- 16. Deadline for Submission of Bids**
- 16.1 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, the same shall be notified through e procurement portal and EIC website. The details of deadlines can be referred in Notice Inviting Tender.
- 17. Modification and Withdrawal of Bids**
- 17.1 The e-Procurement system allows the bidders to modify and resubmit their bid documents before the 'closing date and time for bid submission' for the tender. After the closing date of bid submission, the bidders are not allowed to make any changes to their bid documents.
- 18. Evaluation of Responsive Bids**
- 18.1 Responsive bid shall be evaluated considering the critical technical specification of individual equipments/instruments.
- 18.2 OEM to demonstrate onsite technical performance of the offered instrument in the presence of the technical committee / EIA officials, if required.
- 19. Performance Security**
- 19.1 The successful firm/party is required to remit a performance security amounting of 10% of the cost of items/equipment in the form of Demand Draft/Banker cheque drawn/Bank Guarantee from a commercial Bank in favour of EIAs concerned for which equipment is being ordered as per the format given in **FORM 3**
- 19.2 This amount has to be submitted within 21 days after notification of the award. In case the bidder fails to remit the performance security the bid security will be forfeited/proceeding as per clause 13.5 will be initiated and the acceptance of the tender will be withdrawn and no further correspondence in this regard will be entertained.
- 19.3 This performance guarantee deposit money shall be refunded after 60 days after the expiry of warranty period provided there is no problem with the equipment supplied by the firm/party
- 19.4 No interest shall be paid on the performance guarantee.
- 19.5 The performance bank guarantee can be forfeited in following scenarios
- (a) When the terms & conditions of the contract are breached.
- (b) When the firm/bidder fails to comply with satisfactory service levels agreed upon.

(c) When service provided by the firm/party does not complete the warranty period satisfactorily.

(d) Notice will be given in case of forfeiture of Performance Guarantee

20. Supplier's Responsibilities

20.1 The Supplier's obligations involve

- Supply of Equipment / items given as per the specification
- Making operational the Equipment (installation, commissioning & validation of Equipment),
- Development of test methods & applications where applicable,
- 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.

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

21.1 The Supplier shall supply the Equipment within **45 days** from date of issuance of Purchase order to the Bidder for indigenous items / equipments and for items / equipments originating from other countries.

21.2 The Supplier shall thereafter proceed with its installation & commissioning, integration and validation and demonstrate operational acceptance of the Equipment within Two (2) weeks from the deadline for supply of equipment. Training & validation (if any) - Four (4) weeks thereafter.

22. Terms of Payment

22.1 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 and after installation and commissioning of the equipment to the satisfaction of respective end user (EIA- laboratories) and against a final invoice.
- ii. Thirty percent (30%) 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 and after training and validation (wherever applicable) to the satisfaction of respective end user (EIA- laboratories) and against a final invoice.
- iii. Payment will be done by respective EIAs through crossed account payee cheque or through Bank transfer only

22.2 The above same terms of payment will be applicable for the equipments / items originating in other countries and the indigenous equipments / items.

22.3 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.

23. Taxes and Duties

23.1 Details of GST, freight charges if any shall be clearly mentioned in BOQ. Other taxes and charges if any applicable shall be included in the quoted price

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

24. Product Upgrades

24.1 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 changes are carried out in the existing version or the product is upgraded.

25. Penalties

25.1 Time is the essence of the contract. The Supplier guarantees that it shall complete all specific time limes mentioned in the tender.

25.2 In case your quotation is accepted and order is placed on you, the supply against the order should be made within the period stipulated in the order. Concerned EIAs reserves the right to recover any loss sustained due to delayed delivery by way of penalty. Failure to supply the material within the stipulated period shall entitle for the imposition of penalty without assigning any reasons @ 0.5% (half percent) of the total value of the item covered in order as penalty per week subject to a maximum of 10% (ten percent) unless extension is obtained in writing from the office on valid ground before expiry of delivery period.

25.3 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. If the deliveries are not maintained and due to that account concerned EIAs are forced to buy the material at EIAs risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.

26. Defect Liability

26.1 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.

26.2 The Warranty Period shall commence from the date of completion of satisfactory supply, installation, commissioning of the Equipment and training.

- 26.3 If during the Warranty Period any defect, is 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.
- 26.4 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.
- 26.5 Response time for attending to defects shall be maximum forty eight (48) hours after they are reported to the Supplier or its designated service agent. If the Equipment cannot be used for more than two 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.

27. Intellectual Property Rights Warranty and Indemnity

- 27.1 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.
- 27.2 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.

28. Effect of Force Majeure

- 28.1 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.
- 28.2 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
- 28.3 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.

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

- 29.1 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 Clause no. 28

- (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 in writing with prior permission.

30. Assigned

- 30.1** 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.

31.0 After sales service

Price of Annual Maintenance Contract (AMC) and Comprehensive Maintenance Contract (CMC) for three (3) years after the warranty period of 2 years shall be quoted separately for each equipment. AMC/CMC price quoted by the vendor will be considered as independent price. AMC/CMC charges will not be considered for finalizing the L1

32. Buy Back offer

- 32.1** The price offered for buyback of the Instrument shall be provided separately & clearly indicated in the BoQ.
- 32.2** The interested bidder may visit concerned EIA- laboratory on any working day from 10.30 hrs to 16.30 hrs for assessing the existing instruments offered under Buy Back with prior intimation to the Head of the Agency/ The Lab In-charge concerned.
- 32.3** The supplier who is awarded the contract holds the responsibility to remove the instrument under buy back from its place of installation with proper intimation and approval from Head of the Agency/ Lab In-charge concerned during/after the installation of new equipment.
- 32.4** The purchaser is no way responsible for any cost or financial implications relevant to shifting of equipment like handling, transportation, labour, etc.
- 32.5** The Purchaser (Joint Director/Deputy Director (I/c) solely having rights either to trade or not to trade

33.0 Governing Law and Settlement of disputes

- a) The Contract shall be governed by and interpreted in accordance with the laws of India.
- b) 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 Kochi.

Section IV

ANNEXURE- I

SPECIFICATION OF AUTOMATED FOOD SAMPLE DILUTER

S. No	Description	Specification
1	Automated food sample diluter	An electronic instrument consisting of a balance and programmable liquid dispenser and is used during the preparation of initial sample suspensions. They function by adding diluents to a sub sample at a set ratio. The diluter is set to dispense sufficient diluents for the ratio required (as referred in ISO 6887:Part1) with compliance to ISO 7218, with following specification.
2	Weighing range	Min: 3gm to Max: 5 kg or more
3	Weighing accuracy	< 1% of weight from 8gm complying to BAM, ISO 7218 and ISO 6887-1
4	Weighing factor	2 to 100 times
5	Dilution accuracy	<ul style="list-style-type: none"> • >95% • Dilution time for 25g sample weight at 1/10 sec: Less than 10 seconds • Dilution time for 375g sample weight at 1/10: Less than 30 seconds
7	Automation	<ul style="list-style-type: none"> • Automated and rotating arms and releasing the bag axis and decreasing the risk of contamination • Shall have a digital display to control the unit • Integrated RF ID reader for traceability • Provision for LIMS connectivity • Should be able to dispense 6 different diluents simultaneously without cross contamination.
6	Certification	Should have CE certification
7	Consumables and spares	Should be provide with necessary consumables and spares for continuous smooth running for 2 year.
8	Documentation	Supplier should be provide IQ/OQ/PO documents as per GMP/GLP along with operator manual.
9	Warranty	<ul style="list-style-type: none"> • Comprehensive warranty of at least for two year with minimum one preventive maintenance in each year. •
10	Comprehensive AMC	Should quote three years of Comprehensive AMC charges after expiry of warranty period including all parts.
11	Training of personnel	Demonstration and preliminary training on operation and maintenance of the equipment at our site at the time of installation, free of cost. Basic training after installation & commissioning of the equipment to technical personnel and further whenever required, free of cost. Trouble shooting training as and when required free of cost.
12	Delivery	The instrument supplied to the site of address provided. If any permit such as road permit/way bill, customs/excise duty, octroi or any taxes should be borne by the supplier. If any documents required for the above purpose, the office may consider to provide on request prior intimation.

Section V

ANNEXURE II

DETAILS FOR SUBMISSION OF ONLINE BIDS

- a) The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> **Manual bids will not be accepted under any circumstances.**
- b) The online bids (complete in all respect) must be uploaded **online in Two Covers (Technical and Financial bids)** as explained below:-

Cover 1 - (Technical Bid) (following documents to be uploaded online in .pdf format)		
Sl no. 1	Documents	File Type
1	Technical compliance statement sheet as per FORM 2 of each point as per specification in Annexure I with technical supporting documents like brochures, diagrams, pamphlets etc.	.pdf
2	Self-Declaration on bidders letter head confirming that they are regularly manufacturing, supplying, installing, commission similar equipment for last 2 years and providing after sales service support for a minimum of next 5 years. AND A declaration stating that there is not defat by Indian agent/foreign principle/or the participating firm in the supply of equipment in past to any of the labs/organization or publically funded bodies shall be enclosed.	.pdf
3	Authorization of distributorship/dealership license from Original Equipment Manufacturer in case of Authorized distributor/dealer	.pdf
4	Copy of the Sales Tax/VAT registration, PAN, Registration with DGS & D, in case of Indian Agents quoting for foreign bidders.	.pdf
5	Copy of the registration with Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department for claiming exemption of EMD	.pdf
6	Copy of Earnest Money Deposit (EMD) by way of Demand Draft/Bankers Cheque/BG or bid securing declaration as per clause 13.5	.pdf
7	Profile and other credential of Bidder as per FORM 1	.pdf
Cover 2 - (Financial Bid) (to be uploaded online in .xls format)		
1	Financial bid as BOQ to be filled in Excel (.xls) format as per instruction given in price bid	.xls

All the documents and BOQ has to be digitally signed by the bidder

Tender No.: _____ -Supply of Equipment for Laboratory
of Export Inspection Agency- Kochi/Export Inspection Agency-Kolkata

PROFILE OF THE BIDDER

(To be uploaded with the COVER I)

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 Kerala	
	* 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 equipments offered stationed in Kerala	
	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 satisfied customers may be attached

Signature _____

Name _____

Designation _____

Date: _____

Place: _____

Seal of Company _____

FORM # 2

**Tender No:: _____ - Supply of Equipment for
Laboratory of Export Inspection Agency – Kochi/ Export Inspection Agency-
Kolkata**

TECHNICAL COMPLIANCE SHEET

We declare that the entire supply shall be made as per the Tender Document and technical specification for which compliance is given point wise as per Annexure I

Point No.	Specification	Comply/Does not comply	Deviations (if any)

Signature _____

Name _____

Designation _____

Date: _____

Place: _____

Seal of Company _____

Form # 3

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Clause 19.1 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 – Kochi/ 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 months from the date of signing. [initial period for which this Guarantee will be valid must be for at least sixty (60) days longer than the anticipated expiry date of warranty period as stated in Clause 19.3]
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