

The Marine Products Export Development Authority (Ministry of Commerce & Industry, Govt. of India)

Head Office, MPEDA House, Building No: 27/1162, PB No: 4272, Panampilly Avenue, Panampilly Nagar PO, KOCHI-682 036, KERALA Telephone (EPABX): +91 4842311979, 042415199 lab.koc@mpeda.gov.in Web: www.mpeda.gov.in

NOTICE INVITING TENDER

Ref. No. LAB-KOC/PUR(TRS)/1/2021

The Marine Products Export Development Authority (MPEDA), Kochi invites bids through e-Tendering System under the single stage: two bid system in separate (i.e. TECHNICAL BID and FINANCIAL BID) from eligible bidders for the supply of Reference standards. Details of requirements and terms & conditions are available in the MPEDA Website: https://mpeda.gov.in and E-procurement portal https://eprocure.gov.in Last date for submission of bid: **15-06-2021 at 1600hrs.** All bids must be accompanied with a scanned copy of EMD and Tender fee (Either in PDF or zip format), as mentioned. The bids are required to be uploaded in two separate parts i.e. Technical Bid & Financial Bid. The Technical Bid will be opened at **1700hrs, on 16-06-2021** at MPEDA Head Office in the address given above. The Financial Bids of bidders whose Technical Bids get qualified would be opened at a later date.

Sd/-Secretary

Date: 25-05-2021

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TENDER FOR SUPPLY OF REFERENCE STANDARDS

Scope of the Tender	Tender for Supply of Reference Standards			
Tender called for the period	June 2021 to June 2023 or			
	730 days from the award of contract			
Tender fee	Rs.500/- by Demand Draft in favour of the Secretary,			
	MPEDA, payable at Kochi			
Earnest Money Deposit	Rs. 1,00,000/- by Demand Draft in favor of the			
	Secretary, MPEDA, payable at Kochi			
Place of bid opening	The Marine Products Export Development Authority,			
	MPEDA House, Panampilly Avenue,			
	Cochin – 682 036, Kerala.			

INTRODUCTION:

The Marine Products Export Development Authority (MPEDA) (Ministry of Commerce and Industry, Government of India) proposes to procure laboratory Reference Standards for its QC Laboratory located at Kerala (Kochi), Andhra Pradesh (Nellore and Bhimavaram), Odisha (Bhubaneswar) and Gujarat (Porbandhar). The tender document can be downloaded from MPEDA's web site. https://mpeda.gov.in and Eprocurement portal https://eprocure.gov.in The last date for submission of bids is 16-06-2021 1700(hrs). The Technical bids will be opened on 15-06-2021 1600(hrs).

ELIGIBILITY CRITERIA:

- 1. The CRM/RMs quoted by the bidder or manufacturer shall be produced by a ISO 17034:2016 accredited RMP (Reference Material Producer) with the listed/bidded/tendered Standards under its scope of accreditation. The accreditation body must be covered by the ILAC Arrangements or by Regional arrangements recognized by ILAC (must be an ILAC/MRA Signatory). Copy of accreditation certificate shall be submitted.
- **2.** Preference will be given to those tenderers who had regular and prompt supply record with MPEDA and similar Central government organizations. Copies of POs (other than MPEDA) shall be submitted.
- **3.** The Bidder should have Audited Annual Accounts for the past 3 years (Copies to be attached). The bidder should have turnover of at least ten Times the total quoted value and should produce Income Tax returns for last 3 years in proof thereof.
- **4.** Bidders must be in this business in continuation for last three financial years.
- **5.** Preference will be given to those bidders who can supply quoted items within stipulated time as follows:

S1 No	Group	Type of Contract	Supply within	Accredited to
1	Reference Standards	Tender	30 Days	ISO
				17034:2016

All suppliers would be evaluated based on their quality of Standard as well as supply at laboratory. And the score will be considered for future purchases. In case of any delay in supply beyond the stipulated time or not adhering to the stipulated quality standard as above without any valid reason, a penalty @1 % per day of the total value of the item(s) delayed will be levied from the performance security. In case the bidder does not comply to any of the mentioned quality standard (ISO 17034:2016) for their product supplied, the products would be rejected and the party would be debarred from participating in future tenders as well as the performance security will not be returned.

6. Previous experience with MPEDA and similar Central government organizations.

TENDER SCHEDULE

1	Tender Ref. No	LAB-KOC/PUR(TRS)/1/2021	
2	Tender for	Reference Standards	
3	Cost of tender Document (fee) INR	Rs. 500/-	
4	EMD Amount in INR	Rs. 1,00,000/-	
5	Validity of offer	180 Days	
6	Published date	25/05/2021	1830hrs
7	Date of release of tender	25/05/2021	1840hrs
8	Clarification start date	25/05/2021	1850hrs
9	Clarification end date	03/06/2021	1700hrs
10	Bid submission start date	25/05/2021	1900hrs
11	Bid submission end date	15/06/2021	1600hrs
12	Technical bid opening date	16/06/2021	1700hrs

CHAPTER - 1

1. INSTRUCTION TO BIDDERS

- The bidders who desire to participate in tender shall submit their Technical bids, financial bids etc. in the standard formats prescribed in the Technical documents, published at **www.eprocure.gov.in** The bidders should upload the scanned copies of all relevant certificates (including valid ISO 17034 :2016 accreditation certificate with scope of accreditation of the RMP), documents etc. in **www.eprocure.gov.in** in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity by his Digital Signature Certificate (DSC).
- 2) As per the directives of Department of Expenditure, Ministry of Finance, Government of India, this tender document has been published on Central Public Procurement Portal (URL: http//eprocure.gov.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: http://eprocure.gov.in/eprocure/app.
- 3) Bidders are required to enroll on the e-procurement module of the CPP Portal (URL: http://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 4) **Signing of Tender**: A person digitally signing the tender documents forming part of the tender on behalf of another person should have an authority to participate in the bid on behalf of such other person and if, on enquiry, it appears that the persons so signing had no authority to do so, The Secretary, MPEDA without prejudices would have every rights to cancel the bids. On the day of Tender opening, only Technical Bid will be opened and the financial bid of technically qualified bidders will be opened on later date.
- 5) Validity of Tender The offer should remain open for 180 (one hundred eighty) days from the date of opening of tender and there should be clear mention in the Tender to that effect.
- 6) The MPEDA, reserves the right to accept or reject any tender or the whole tender process without assigning any reason what so ever.
- 7) The details for e-payment may be provided as per **ANNEX IV**

2). TERMINATION OF CONTRACT:

- a) If the supply of contractor at any stage is found unsatisfactory, the department is likely to terminate the contract without assigning any reason and notice. The performance security deposit will be forfeited, without any intimation.
- b) The MPEDA may without prejudice to any other remedy for breach of

contract may terminate the contract in whole or parts if the firm fails to arrange the supply of any or all of the items within the period(s) specified in the contract.

c) MPEDA may without prejudice, to other rights under law or the contract provided get the supply of material done at the risk and cost of the firm, in the above circumstances.

3). TERMINATION FOR INSOLVENCY:

MPEDA may give written notice for termination of contract/ Order and without compensation to the firm, terminate the contract/ Order, if the firm becomes unwilling, bankrupt otherwise insolvent without affecting its right of action or remedy as hirer.

4). FORCE MAJEURE CLAUSE:

If any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy. Civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist and the decision of MPEDA as to whether the service have to resume or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

5). ARBITRATION:

- (a) In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to a sole arbitrator by mutual consent of both the parties.
- (b) The venue of the arbitration proceeding shall be, MPEDA, HO, Kochi.
- (c) Any legal dispute arising out of this contract should be dealt by Courts having jurisdiction at Kochi.
- (d) Please note that there is no provision to take out the list of parties downloaded the tender document from the above referred websites. As, such tenderers are requested to see the websites once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said

tender after downloading the tender document. The responsibility of downloading the related Corrigenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum will be sent to tenderers who down loaded the documents from websites as information in this respect (names of parties) will not be available with MPEDA.

6) AMENDMENT TO THE TENDER ENQUIRY/ TENDER SCHEDULE

- a) At any time prior to the last date for receipt of bids, MPEDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or as a outcome of the deliberation of Pre-Bid Conference, if any, modify the tender document by issuing an amendment.
- b) The amendment will be notified in the official Website of MPEDA (www.mpeda.gov.in), and CPP Portal (http://eprocure.gov.in) which can be accessed by any prospective bidders who have downloaded the tender document and will be binding on them.
- c. In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, MPEDA may, at its discretion, extend the last date for the receipt.
- d. The Tender Enquiry (or Tender Schedule) and Purchase order (or resultant contract) will be interpreted under Indian Laws.

7 REJECTION OF BIDS.

Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of EMD. Conditional tender i.e. tender submitted incorporating bidder's own imposed condition(s) will be summarily rejected. No post-bid clarification on the initiative of the bidder will be entertained.

CHAPTER - 2

CONDITIONS OF CONTRACT

1. GENERAL

- 1) The bidder shall quote only the CRMs/RMs with NIST traceability.
- 2) The bidder shall provide CRMs/RMs from accredited RM producers/manufacturers with **valid** ISO 17034:2016 certificate and within the scope.
- 3) The bidders should quote rates for delivery of items including GST/Packing/Delivery charges/Insurance charges etc. at the consignee premises.
- 4) In case of requirement of Way Bill at the time of delivery, the prescribed Entry tax whatever needed shall be borne by the supplier. Arrangement for obtaining of necessary Way Bill/Road permit shall be the responsibility of the supplier.

5) The quoted rate shall remain unaltered during the entire contract period.

2. DELIVERY INSTRUCTION:

1. The items are to be delivered at consignee's place i.e.

KOCHI	MPEDA Quality Control Laboratory
	Head Office, MPEDA House, Building No: 27/1162, PB No: 4272,
	Panampilly Avenue, Panampilly Nagar PO, KOCHI-682 036,
	KERALA
	Telephone (EPABX): +91 4842311979, 042415199
	E-mail: <u>lab.koc@mpeda.gov.in</u> / <u>mahesh@mpeda.gov.in</u>
ANDHRA PRADESH	MPEDA Quality Control Laboratory
	4th Floor, Door No. 26-1-1766/A-1
	Srinagar Colony, Mini Bye pass road,
	SPSR NELLORE-524003, Andhra Pradesh
	Tel: 91-861-2319144
	E-mail: <u>lab.nel@mpeda.gov.in</u>
	MPEDA Quality Control Laboratory
	#27-1-6, Pattabhi Plaza, 2nd Floor
	JP Road, West Godavari District,
	BHIMAVARAM-534202, Andhra Pradesh
	Tel: 91-8816-227076
	E-mail: <u>lab.bhi@mpeda.gov.in</u>
ODISHA	MPEDA Quality Control Laboratory
	2nd floor, Raptani Bhavan, Near ID Market,
	IRC village, Nayapalli,
	BHUBANESWAR-751015, ORISSA
	Tel: +91 674 2362365
	E-mail: <u>lab.bhu@mpeda.gov.in</u>
GUJARAT	MPEDA Quality Control Laboratory,
	2nd Floor, SHANTI Complex;
	3, Wadi Plot, Opp: TACON Complex,
	PORBANDAR – 360 575, GUJARAT
	Tel. No. +91 286 2210074
	E-mail <u>lab.por@mpeda.gov.in</u>

- 2. **Liquidated Damage Clause**: The schedules of delivery as per Purchase Order should be strictly adhered to. In case there is delay either in the delivery or delivery of defective items the firm will be liable to pay the liquidated damages @ 1% of the total value of the item per day.
- 3. The successful Bidder shall supply the Reference standards within the time limit

- specified in the purchase order. In case, extension is required, the request should be given within **05 days** from the date of purchase order with valid reason. Such request will be examined and extension of time for supply will be granted on merit.
- 4. On receipt of purchase order, the firm shall acknowledge the same. If no information is received, the firm shall be deemed to have agreed to supply within the stipulated period.
- 5. Supply of reference standards has to be as per specification mentioned in the Purchase Order. All reference standards supplied should have expiry date minimum 18 months from the date of supply and with an assay purity of 90% or above.
- 6. In the case of items to be imported, the delivery of the items shall be within **40 days** from the date of Purchase Order. Otherwise items shall be supplied within 30days.
- 7. All items supplied shall be accompanied with necessary Certificate of Analysis (COA) along with the spectra/chromatograms or Compliance Certificate having traceability as per ISO 17034: 2016 guidelines for Reference Material. MSDS (Material Safety Data Sheet) shall also be submitted along with items supplied.
- 8. Item(s) rejected shall be replaced with item specified (quality & quantity) in the purchase order within 15 days from the supply. If any failure in this regard, such amount will not be paid to the supplier.

3. EARNEST MONEY DEPOSIT (EMD):

- a. The Bidders shall submit EMD of Rs.1,00,000/-(Rupees One Lac only) in the form of Demand Draft drawn in favour of The Secretary, Marine Products Export Development Authority, Kochi payable at Kochi.
- b. No interest is payable on the **EARNEST MONEY DEPOSIT** amount.
- c. The validity of the amount submitted as the **EMD**, should be suitably extended by the Bidder, if needed, beyond validity of the tender.
- d. The EMD will be returned to the unsuccessful Bidders.
- e. In case of withdrawals **or** amends **or** impairs **or** derogates **or** non-compliance of Tender condition(s) of the offer in any respect within the validity period of the tender **or** refusal to furnish **PERFORMANCE SECURITY DEPOSIT** in the event of getting intimation of awarding the Purchase Order, the **EMD** amount is liable to be forfeited.
- f. The tender received after the prescribed date and / or time and without EMD will be rejected.

4. PERFORMANCE SECURITY

i. If the value of contract is above 1 Lakh, the successful bidder shall furnish PERFORMANCE SECURITY DEPOSIT of 10% of the contract value to be deposited

as PBG. This Performance Bank Guarantee should remain valid for a period 60 days beyond the date of completion of all contractual obligations.

- ii. **PERFORMANCE SECURITY DEPOSIT** is to be furnished in way of PBG from a reputed Commercial Bank
- iii. In case of non-delivery of the ordered materials in time or/and for any other bad delivery performance or/and failure of the delivered material which are not meeting the required specifications like Quantity, Quality, Purity and Grade/Specification etc, the **Performance Security Deposit** will be forfeited.
- iv. The **Performance Security Deposit** amount will be returned to the Supplier by deducting all penalties levied after completion of contract period.

7. PAYMENT TERMS:

- 1. Payment amount will be credited through RTGS after satisfactory receipt, evaluation of items and submission of original invoice/relevant documents like MSDS, COA along with other documents mentioned in purchase order.
- 2. Part supply is allowed. However, payment will be effected only after complete supply of items mentioned in purchase order.

8. SUBMISSION OF BID

All bids to be submitted thorough online, Bids of those who fulfill the criteria only would be considered by MPEDA. However the ORIGINAL of the bids in sealed envelope superscripted "TENDER FOR SUPPLY OF LABORATORY REFERENCE STANDRDS-2021" & Tender ref. No. LAB-KOC/PUR(TRS)/1/2021 along with copies of relevant certificates / documents mentioned in the tender notice may please be submitted before tender opening day to MPEDA QC Laboratory, Kochi addressed to:-

The Secretary

The Marine Products Export Development Authority,

P.B. No. 4272, MPEDA House,

Panampilly Avenue, Kochi - 682 036, Kerala.

e-mail: lab.koc@mpeda.gov.in / mahesh@mpeda.gov.in

9. TERMS AND CONDITIONS

- 1) Brand name of the items shall be specified and submit Authorization letter / certificates as per Annex II.
- 2) The rate/price of items quoted shall be all inclusive of all taxes, duties, packing charges, insurance, forwarding charges, entry tax.
- 3) If the tender opening day happens to be holiday, the tenders will be opened on the next working day.
- 4) The L1 quoted price will be considered for purchase provided it meets all the specifications.

- 5) The rates quoted in the tender should be valid for a period of **2 years** (from June 2021 to June 2023 or 730 days from the award of contract).
- 6) Tenders which are incomplete in terms of specifications or required details will not be considered and such tenders are liable to be rejected
- 7) Tender document should be page numbered and signed on all pages by the Authorized signatory along with seal of the Firm/ Agency.
- 8) The person signing the tender shall have the authority to sign the tender on behalf of the said company. Authorization to sign the tender on behalf of the company and ID proof to be attached.
- 9) **Penalty:** If the tenderer fails to supply the items as per Purchase Order issued or supply items which are inferior in quality than specified, the Performance security will be forfeited and the party will be blacklisted from further dealings.
- 10) This contract can be extended for one more year with mutual consent without any variation in rates.
- 11) The Secretary MPEDA reserves the right to reject any or all the tenders without assigning any reason and to place order with one or more firms.

10. CLARIFICATION OF TENDER DOCUMENT

Prospective Bidders requiring any clarification of the Tender Document may notify MPEDA in writing at mailing address mentioned above. MPEDA will respond in writing to any request for clarification of the Tender Document, received not later than 03/06/2021

11. BID EVALUATION CRITERIA:

- 1. The Technical & Financial (BOQ) bids will be opened online by a committee of the officers duly constituted for the purpose at the time and date as specified in the tender document. The result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.
- 2. The lowest total financial offer (BOQ) (inclusive of all financial/cost aspects) which is the ultimate landing cost up to the consignee's place will be selected.

Letter for submission of Tender in company letter head

To,

The Secretary
The Marine Products Export Development Authority MPEDA House,
Panampilly Nagar, Cochin – 682 036

Sub: Supply of Laboratory Reference Standards Sir.

I / We /am/ *are authorized signatories of M/s......

I/We hereby undertake as follows:-

- 1. I/ We hereby undertake to supply Lab items for a period of TWO Years from ----to ------ at the rates quoted by me/us and in the pack size mentioned in tender form, which is submitted herewith according to the instructions and the terms and conditions.
- 2. The rates quoted against each lab item by me/us in the tender and excel sheet are all inclusive including packing charges, freight charges and duties payable during the contract period. However, % GST charges are mentioned separately against each item.
- 3. Necessary documents are enclosed herewith in the order in which they are mentioned.
- 4. I/We have carefully read and understood the terms and condition to avoid any error, omission. I/we shall abide by these conditions. I/we will follow them scrupulously.
- 5. My/our firm has not been blacklisted by any Govt. institution/Organization during the last three years.
- 6. I/we hereby undertake to abide by the terms and conditions of the contract and I/we have signed all the papers of terms and conditions and filled up prescribed Performa(s) given along with the tender.

Yours faithfully,

(Signature of tenderer with seal) (Authorized Signatory)
•Strike out not applicable

AUTHORIZATION LETTER

(On Letter head of the Firm/ Company)

Date:

(Authorization letter to be issued by the manufacturer for appointing Distributor / Dealer / Agent etc.) I/We the undersigned who is / are authorized signatory / signatories of the manufacturing firm M/s......do hereby Authorize M/s.address to supply items / collect the orders / raise the bills for the items manufactured by me/ us. I /we have authorized/ not authorized* any other Distributor / Agents/ Dealer etc for this purpose. I/we have gone through all the terms and conditions of the tender and the same shall be binding on me/ us and also on the Distributor /Dealer /Agent M/s. appointed by me/us during the whole contract period including extension period of the said contract, if any.

Authorized signatory of the firm (Seal) *Strike out not applicable

Note: Relevant copy of the letter from the respective principals may be enclosed.

Annex III

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UNDERTAKING

I/we am/ are authorized signatory / signatories of the firm M/s...... (Address) do here by undertake that-

- 1) The firm is in this business in continuation for last three years ie, ---- to till date.
- 2) If any information in the tender submitted by me is found incorrect/ false at any time, the tender is liable to be rejected
- 3) The terms and conditions of the tender is acceptable in full.

Authorized signatory (Seal)

Annex IV

MANDATE FORM

(BENEFICIARY'S OPTION TO RECEIVE PAYMENT THROUGH e-PAYMENT)

- 1. Name and address of beneficiary
- 2. Bank account no.
- 3. Type of account (S.B/Current/Cash credit)
- 4. Digital code number of the bank and branch as appearing on the MICR Cheque issued
- 5. Name of bank
- 6. Name of branch and address, Telephone No.
- 7. IFSC Code (Indian Financial Service Code)
- 8. Photocopy of cancelled cheque to confirm correctness of IFSC code and Account No.

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information given by me as above, I would not hold the user institution responsible.

Dated:	(Signature of the Beneficiary)

For BANK

Certified that the particulates furnished above are correct as per our records.

Bank's seal
Date: Signature of the Authorized
Official

CHECK LIST FOR BIDDER

Tender Ref. No: LAB-KOC/PUR(TRS)/1/2021				
Date	e:			
Ten	der ID			
Nan	ne of the Bidder			
S1. No.	Particulars		Document attached	Page No.
	Tender Fee INR . 500			
A	DD No:		Yes/No	
	Date:			
	EMD- INR. 1,00,000	/-		
В	DD No		Yes/No	
	Date:			
С	TECHNICAL BID with following Annexes (Shall be submitted in online as well as hard copy)			
	1) ANNEX-I: TENDI	ER ACCEPTANCE LETTER in PDF	Yes/No	
	2) ANNEX-II: AUTH	ORIZATION LETTER in PDF	Yes/No	
	3) ANNEX-III: UNDI	ERTAKING in PDF	Yes/No	
	4) ANNEX-IV MAND	ATE FORM in PDF	Yes/No	
	5) ANNEX-V CHEC	K LIST FOR BIDDER in PDF	Yes/No	
D	FINANCIAL BID (I	BOQ) in xls format through online only)	Yes/No	