NOTICE INVITING TENDER

Ref. No. LAB-KOC/PUR(TCON)/1/2018  Date 10/05/2019

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 Laboratory Technical Consumables under Rate Contract, the 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: 1530 hrs on 03/06/2019. All bids must be accompanied with a scanned copy of 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 1630 hrs, on 04/06/2019 at the 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
TENDER DOCUMENT

FOR SUPPLY OF LABORATORY ITEMS – Laboratory Technical Consumables

<table>
<thead>
<tr>
<th>Scope of the Tender</th>
<th>Annual Rate Contract for the supply of Laboratory Technical Consumables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender called for the period</td>
<td>May 2019 to May 2021</td>
</tr>
<tr>
<td>Tender fee</td>
<td>Rs.500/- by Demand Draft payable at par in favour of the Secretary, MPEDA, Kochi</td>
</tr>
<tr>
<td>Earnest Money Deposit</td>
<td>Nil</td>
</tr>
<tr>
<td>Place of bid opening</td>
<td>The Marine Products Export Development Authority MPEDA House, Panampilly Avenue, Cochin – 682 036, Kerala.</td>
</tr>
</tbody>
</table>

INTRODUCTION:
The Marine Products Export Development Authority (MPEDA) (Ministry of Commerce and Industry, Government of India) proposes to procure laboratory consumables for its QC Laboratory located at Kochi, Kerala. The tender document can be downloaded from MPEDA’s web site. https://mpeda.gov.in. The last date for submission of bids is **1530hrs on 03/06/2019**. The Technical bids will be opened on 04.06.2019 at 1630hrs.

ELIGIBILITY CRITERIA
1. Preference will be given to those bidders who had regular and good supply record with MPEDA and similar Central government organizations.
Documentary proof shall be produced

2. 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.

3. Bidder must be in this business in continuation for last three financial years.

4. Preference will be given to those bidders who can supply quoted items within stipulated time as follows,

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Groups</th>
<th>Type of Contract</th>
<th>Supply within</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Technical Consumables</td>
<td>Rate Contract</td>
<td>15 Days</td>
</tr>
</tbody>
</table>

5. All suppliers would be evaluated based on their supply at laboratory. And the score will be considered for future purchases. In case of any delay in supply beyond the stipulated time 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.

6. **TENDER SCHEDULE**

<table>
<thead>
<tr>
<th></th>
<th>Tender Ref: No</th>
<th>Lab-KOC/PUR(TCON)/1/2018</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender for</td>
<td>Laboratory Technical Consumables under Rate Contract</td>
</tr>
<tr>
<td>2</td>
<td>Cost of tender Document (fee) INR</td>
<td>500/-</td>
</tr>
<tr>
<td>3</td>
<td>EMD Amount in INR</td>
<td>Nil</td>
</tr>
<tr>
<td>4</td>
<td>Validity of offer</td>
<td>180 Days</td>
</tr>
<tr>
<td>5</td>
<td>Published date</td>
<td>10/05/2019 1830hrs</td>
</tr>
<tr>
<td>6</td>
<td>Date of release of tender</td>
<td>10/05/2019 1830hrs</td>
</tr>
<tr>
<td>7</td>
<td>Clarification start date</td>
<td>10/05/2019 1830hrs</td>
</tr>
<tr>
<td>8</td>
<td>Clarification end date</td>
<td>27/05/2019 1630hrs</td>
</tr>
<tr>
<td>9</td>
<td>Bid submission start date</td>
<td>10/05/2019 1830hrs</td>
</tr>
<tr>
<td>10</td>
<td>Bid submission end date</td>
<td>03/06/2019 1530hrs</td>
</tr>
<tr>
<td>11</td>
<td>Technical bid opening date</td>
<td>04/06/2019 1630hrs</td>
</tr>
</tbody>
</table>
CHAPTER – 1

1. INSTRUCTIONS TO BIDDERS

1) The bidders who are desirous participating in e-procurement shall submit their Technical bids, financial bids etc. in the standard formats prescribed in the Technical documents, displayed at www.eprocure.gov.in. The bidders should upload the scanned copies of all relevant certificates, 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, without prejudices would have every rights to cancel the bids.

On the day of Tender opening, only Techno-commercial Bid will be opened and the financial bid will be opened on later date for the technically qualified bidders.
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 whatsoever.

7) The details for e-payment may be provided as **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, in that case, 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 also 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 sole arbitrator to be fixed by mutual consent, under Arbitration and Conciliation Act 1996. Chairman, MPEDA HO, Kochi.

(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.

6) 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 bidders 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 bidders who downloaded the documents from websites as information in this respect (names of parties) will not be available with MPEDA.
7) **AMENDMENT TO THE TENDER ENQUIRY/ TENDER SCHEDULE**

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.

The amendment will be notified in the official Web site 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.

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.

8) The Tender Enquiry (or Tender Schedule) and Purchase order (or resultant contract) will be interpreted under Indian Laws.

9) **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection. **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 bidders should quote all inclusive rates for delivery of articles including GST/Packing/Delivery charges/Insurance charges etc. at the consignee premises.
   2) 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. 
   3) The quoted rate shall remain unaltered during the entire contract period.
   4) The earliest date by which delivery can be completed should be mentioned in the tender

2. **DELIVERY INSTRUCTION:**
   1. The items are to be delivered at consignee’s place i.e. 
      
      **The Marine Products Export Development Authority**
      **(Ministry of Commerce & Industry, Govt. of India)**
      MPEDA QC Laboratory, Kochi
      5th Floor, Head Office, MPEDA House,
      Building No: 27/1162, PB No: 4272,
      Panampilly Avenue, Panampilly Nagar PO, KOCHI-682 036,
      KERALA
      Telephone (EPABX) : +91 48142311979,04842315199

   2. **Liquidated Damage Clause:** The schedules of delivery as per Purchase Order should be strictly adhered to. In case there is delay in the delivery of 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 laboratory items within the time limit specified in the purchase order. In case, extension of time is required for valid reason, the request should be given within 05 days from the date of purchase order. Such request will be examined and extension of time 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 items has to be as per specification mentioned in the Purchase Order. All items supplied shall be of the latest batch/year.

6. **Delivery** of the items shall be within 15 days from the date of Purchase Order.

7. All items supplied shall be accompanied with necessary Certificate of Analysis (COA) or Compliance Certificate (if any).

8. Item(s) rejected shall be replaced with item specified (quality & quantity) in the purchase order within 7 days from the supply. If any failure in this regard, such amount will not be paid to the supplier.

3. **EARNEST MONEY DEPOSIT (EMD):**
   No EMD for items under Rate Contract

4. **PERFORMANCE SECURITY**
   Performance Security Deposit is not required for the items under Rate Contract.

5. **PAYMENT TERMS:**
   1. Payment amount will be credited through RTGS after satisfactory receipt, evaluation of items and submission of original invoice/relevant documents like COA, Compliance Certificate 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.

6. **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 ANNUAL RATE CONTRACT FOR THE SUPPLY OF LABORATORY TECHNICAL CONSUMABLES -2019” & Tender ID ...............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).

7. TERMS AND CONDITIONS

1) Brand name of the items shall be specified and submit Authorization certificates/letter as per Annex II.

2) The rate/price of items quoted shall be all inclusive and include all taxes, duties, packing charges, insurance, forwarding charges, entry tax. Various components of the rate shall be clearly mentioned.

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 the all specifications.

5) The rates quoted in the tender should be valid for a period of 2 years (from May 2019 to May 2021 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) Rejection of items: If the Bidder fails to supply the items as per Purchase Order issued or supply items which are inferior in quality than specified, such items will be rejected without any payment to suppliers.

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.
8. **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 **22/03/2019**.

9. **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) as which is the ultimate landing cost up to the consignee’s place will be selected.
Annex I

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 Chemicals.

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 Bidder with seal) (Authorized Signatory)

*Strike out not applicable*
ANNEX II

AUTHORIZATION LETTER

(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.

........................................address ............... 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

Date:

UNDEARTAKING

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 particulars 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(TCON)/1/2018  

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Document attached</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Tender Fee <strong>INR. 500/-</strong></td>
<td>Yes/No</td>
<td></td>
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<tr>
<td></td>
<td>DD No:</td>
<td></td>
<td></td>
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<td></td>
<td>Date:</td>
<td></td>
<td></td>
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<tr>
<td>B</td>
<td>Technical Bid with following Annexes (Shall be submitted in online as well as hard copy)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1)</td>
<td>ANNEX-I: TENDER ACCEPTANCE LETTER in PDF</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>2)</td>
<td>ANNEX-II: AUTHORIZATION LETTER in PDF</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>3)</td>
<td>ANNEX-III: UNDERTAKING in PDF</td>
<td>Yes/No</td>
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<td>4)</td>
<td>ANNEX-IV MANDATE FORM in PDF</td>
<td>Yes/No</td>
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<td>5)</td>
<td>ANNEX-V CHECK LIST FOR BIDDER in PDF</td>
<td>Yes/No</td>
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<tr>
<td>C</td>
<td>Financial Bid (BOQ)</td>
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<td></td>
</tr>
<tr>
<td></td>
<td><em>(to be submitted in xls format through online only)</em></td>
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