QUOTATION FOR SUPPLY, INSTALLATION AND COMMISIONING OF COLONY COUNTER FOR MPEDA MICROBIOLOGY LABORATORY

Ref No: LAB-KOC/ADMN (MICR)/1/2017-QC/F 6 Dated. 14/06/2019

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
1. Notice Inviting Competitive Quotations

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
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Web: www.mpeda.gov.in

QUOTATION NOTICE

No. LAB-KOC/ADMN(MICR)/1/2017-QC/F 6                                          Date: 14/06/2019

The Marine Products Export Development Authority (MPEDA), Kochi invites quotations from eligible bidders for the “Supply installation and commissioning of Colony Counter for MPEDA Microbiology Laboratory” to its Head office, Kochi under Government of India funding. The details of requirements and terms & conditions for each item are available in the MPEDA Website: http://mpeda.gov.in. The quotations shall be submitted as hard copy as per the Tender Notice. Last date for submission of bid: **14:00 hrs on 06-07-2019**. The bids have to be submitted at MPEDA Head Office by hand or through INDIA POST. Quotations will be opened at **15:30 hrs. on 07-07-2019** in the presence of bidders or their representatives who choose to attend on the specified date and time at the MPEDA Head Office at the address given above.

Sd/-
SECRETARY
MPEDA, KOCHI
2. Introduction

The Marine Products Exports Development Authority (MPEDA) (hereinafter referred as “MPEDA’) is a statutory body under the Ministry of Commerce and Industry, Government of India. MPEDA with its Head office at Panampilly Nagar, Kochi is entrusted with the primary task of promotion of export of marine products from India.

3. Job Description

MPEDA invites quotations from eligible bidders for supply of laboratory Micro Pipettes in prescribed format from reputed firms/ dealers for entering into contract with the Marine Products Export Development Authority (MPEDA), Kochi.

Interested Bidders may obtain further information from MPEDA Head office at the address given below from 10:00 to 17:00 hrs. (IST) on all working days –

Deputy Director (Lab)
The Marine Products Export Development Authority
MPEDA House, Building No: 27/1162, PB No: 4272,
Panampilly Avenue, Panampilly Nagar PO,
Kochi-682 036, Kerala.
Tel. No.: +91 484 2311979 / 2315199/ 2311033
E-mail: mahesh@mpeda.gov.in
Web: www.mpeda.gov.in

Detailed quotation document may be downloaded from MPEDA website http://mpeda.gov.in. The bids shall be submitted to MPEDA Head Office by hand or through INDIA POST. After downloading / getting the quotation document /schedules / Financial bid format, the bidder should read all the terms and conditions carefully and then submit the documents as asked, otherwise bid will be rejected.
4. Scope & Description of Contract

4.1 General Definitions

All definitions and interpretation of terms used in this tender notice are as defined in the GFR 2017 and the Manual for Procurement of Goods 2017 of Department of Expenditure, Ministry of Finance, Government of India.

4.2 Scope

The quotations are invited for the supply laboratory items which are mentioned in Clause. 6.0, needed for the Microbiology Laboratory. The MPEDA is acting as the procurement agency. The main objective is to obtain bulk discount through central procurement and to identify a point for Microbiology Laboratory for obtaining "excellent after sales service" to the equipments procured under this quotation. For this, the MPEDA, will undertake and oversee the procurement process, ensure that the successful tenderers are supplying item properly at the location specified and provide the after sales service during the agreed period of contract in respect of the equipments installed under this contract to the satisfaction of the MPEDA as well as the user (Microbiology Laboratory).

4.3 Eligibility Criteria

4.3.1 The bidder shall be an OEM or authorized dealer or distributor having minimum financial turnover of Rs. 10 Lakhs and above in a financial year, during the last three years commencing from 2016-17 and may submit the respective IT return as evidence thereof.

4.3.2 The bidder shall have audited balance sheet for last 3 years.

4.3.3 Bidder should have minimum experience of 3 years in the field. Proof of the same shall be submitted.

4.3.4 Bidder should have copy of GST registration and PAN Card. Proof of the same shall be submitted.
4.3.5 The Bidder should not have been black listed by any Government firms in India. A declaration in this regard should be submitted.

4.3.6 The bidder should have on its roll adequate number of technically qualified personnel essential for the successful implementation & completion of the project within the stipulated time. A list of technically qualified personal in its roll should be submitted along with the technical bid.

5. Tender Schedule

<table>
<thead>
<tr>
<th>Tender Details</th>
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<tbody>
<tr>
<td>Quotation enquiry No</td>
</tr>
<tr>
<td>Equipment Detail</td>
</tr>
<tr>
<td>Cost of quotation Document</td>
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<tr>
<td>EMD Amount</td>
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<tr>
<td>Validity of offer</td>
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<tr>
<th>Important Dates</th>
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<tbody>
<tr>
<td>Date of release of quotation</td>
</tr>
<tr>
<td>Bid submission end date</td>
</tr>
<tr>
<td>Quotations opening date</td>
</tr>
</tbody>
</table>
6. Details of Equipments:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Equipment</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Colony Counter</td>
<td>1</td>
</tr>
</tbody>
</table>

7. Technical Specification of Equipments:

The detailed technical specifications and other quality parameters of the above equipments are contained in the below table.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of equipments</th>
<th>Technical specifications</th>
</tr>
</thead>
</table>
| 1      | Colony Counter     | 1. Purpose: for counting bacterial colonies on petridish.  
2. Material: body shall be corrosion resistant.  
3. Display type: specify.  
5. Minimum size colony: Specify  
7. Counting: counting on petridish 90mm or higher.  
8. Data export facility: specify.  
9. Accessories: Adaptor to 220-230 VAC and colony counter shall have all necessary accessories.  
10. Warranty and AMC / CMC: **Two Years comprehensive warranty (extendable)** from the date of completion of installation. |

8. Terms and Conditions

<table>
<thead>
<tr>
<th>8.1</th>
<th>Place of supply / installation</th>
<th>3rd Floor, MPEDA, HO, Panampilly Nagar, Kochi, Kerala.</th>
</tr>
</thead>
</table>
| 8.2 | Delivery and installation of equipment: | 1. The confirmation of acceptance of purchase order by the supplier shall be given **within 7 (Seven) working days** from the date of issue of purchase order.  
2. Delivery of item at site to be completed within **2 (two) weeks** from the date of issue of work order/ purchase order.  
3. Short shipment and part shipment are not allowed.  
4. Installation/ commissioning and training of item and shall be
completed within 1 week from the date of delivery at site.

| 8.3  | Financial | 1. The financial bid shall be quoted in Indian Rupee, indicating break-up for the equipment and accessories (if any), details of tax as applicable and other over-heads. The Financial bid shall be inclusive of all costs of freight, insurance, transportation, delivery and installation & commissioning at the 3rd Floor, MPEDA, HO, Panampilly Nagar.

2. If the column with regard to Taxes (CGST, SGST and IGST) is left blank, then it will be considered as zero (inclusive in the basic financial) or not applicable and FINANCIAL BID will be considered for evaluation.

3. In case, if the rate of consumables/ proprietary items (if applicable) are fixed in the tender for certain years, then the rate shall be applicable from the date of price bid opening.

4. Tax (SGST/CGST/IGST) shall be quoted in numeric values and in Rupees (if the field is left blank, value will be taken as zero). The total amount inclusive of all duties & taxes may be quoted.

5. The Bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, CGST, SGST, IGST, Customs Duties etc.

6. The total amount will be calculated and will be taken for evaluation and bid ranking.

| 8.4  | Mode of payment | 1. Payment will be made in Indian Rupees with the following terms & conditions:

a. 100% of payment after installation, training and working to the satisfaction of MPEDA.

b. Payment will be made only through RTGS to respective bank account, hence all necessary details to be provided as per the Annex XI.

| 8.5  | Warranty for equipments listed in Table. 6.0 | 1. Colony Counter to be supplied with its certificate of compliance, operating manual, and **Two (2) year comprehensive** onsite warranty (extendable) certificate including spares and accessories from the date of supply. Warranty will be considered from the date of completion of supply in full, including spares, consumables, accessories etc.

2. The repair/servicing have to be carried out by the
manufacturersupplier free of cost during the entire warranty period.
3. The firm shall give a warranty certificate as per the format attached in the tender Document (*Annex II*).

| 8.6 | Training of personnel | After supply, training on instrument operation and troubleshooting etc., to be given to all laboratory personnel. |
| 8.7 | Experience | The supplier shall have experience of at least 3 (three) supply and operation of the equipment (model quoted) in India. User list has to be furnished as per the *Annex-IV*. |
| 8.8 | Details of EMD | Not applicable. |
| 8.9 | Period of validity of the offer/ quotation | The offer should remain open for 180 (one hundred eighty) days from the date of opening of quotation and there should be clear mention in the quotation to that effect. |
| 8.10 | Specification sheets | Detailed specification sheet(s) highlighting all the technical and other specifications must be attached/uploaded. |
| 8.11 | System performance requirement | 1. System performance to be demonstrated by the suppliers (who qualify the bid) after supply or installation.
2. In case of failure, the supplier shall take appropriate action at their own cost to meet MPEDA’s requirement within reasonable time of not more than 30 days from the date of failure.
3. In the event of persistence of the failure/ not meeting the requirements of MPEDA beyond 30 days entire contract shall be cancelled together at any point of warranty period with recovery of actual amount spent along with interest @12 %. |
<p>| 8.12 | Instruction manual and application notes | Instruction/operation Manual and application notes as necessary may be provided to enable the user to put the equipment for proper use. |
| 8.13 | Cost of tender documents | NIL |
| 8.14 | Last date and time of receipt of quotation | As per the date stipulated in MPEDA website. MPEDA has the right to reject any or all tenders without assigning any reason. |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.15</td>
<td>Signing of Bidder</td>
<td>The Bidder is liable to be ignored if complete information is not given therein regarding the particulars, data, specifications asked for and requirements. Specific attention must be paid to the delivery dates, technical specification, and also the general conditions. The bidder should sign each page of the quotation form and Annexes, if any.</td>
</tr>
<tr>
<td>8.16</td>
<td>Country of origin</td>
<td>The country of origin (if applicable) of each component shall be mentioned.</td>
</tr>
<tr>
<td>8.17</td>
<td>Blacklisted firm</td>
<td>Blacklisted/ debarred firms should not participate in the bidding.</td>
</tr>
<tr>
<td>8.18</td>
<td>Certification, Traceability and approval by authorized institutions/organizations</td>
<td>Certificate of Compliance or any other mandatory certificates.</td>
</tr>
<tr>
<td>8.19</td>
<td>Delayed supplies &amp; Liquidated damages</td>
<td>If at any time during the performance of the contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the purchaser in writing the fact of the delay and the likely duration of the same. After receipt of supplier’s communications, the purchaser shall decide as to whether to cancel the contract for the un-supplied portion after the existing delivery period, or to extend the delivery period suitably by issuing an amendment to the contract. If the supplier fails to deliver the goods and / or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier’s control (which will be determined by the purchaser) and the purchaser extends the delivery period, the purchaser will also deduct from the contract price, as liquidated damage, a sum equivalent to 0.5% (half per cent) of the quoted value of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance. The maximum limit of such deduction will, however, be 10% (ten per cent) of the contract price of the delayed goods or services. Further, during such delayed period of supply and / or performance, the supplier shall not be entitled to any increase in price whatsoever on any ground. However, the purchaser shall be entitled to the benefit of any</td>
</tr>
</tbody>
</table>
decrease in price and cost, on any ground, whatsoever, of the goods & services, during the period of delay. The purchaser’s letter (to the seller with copies endorsed to other concerned) extending the delivery period will be subject to the above conditions.

Jurisdiction

Any dispute not resolved through the efforts in good faith of Senior Management of both Parties for amicable resolution shall then be submitted for arbitration under Arbitration and conciliation Act, 1996. Arbitration clause will be elaborated in the work order enclosed in this document. In case of any dispute, place of arbitration shall be Ernakulam district of Kerala only and the resultant contract will be interpreted under Indian Laws.

9. Specific Conditions of Contract.

Prescribed Time Limits

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Activity</th>
<th>Time Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1</td>
<td>Delivery &amp; Installation period</td>
<td>1. Delivery of item at site to be completed within <strong>2 (two) weeks</strong> from the date of issue of work order/purchase order.</td>
</tr>
<tr>
<td>9.2</td>
<td>Comprehensive warranty period</td>
<td><strong>Two year warranty (extendable)</strong></td>
</tr>
<tr>
<td>9.3</td>
<td>Payment installments of price of equipments and ratio</td>
<td>Payment of will be 100% against the successful installation, commissioning and training.</td>
</tr>
<tr>
<td>9.4</td>
<td>Time of making payments by quotation Inviting Authority</td>
<td>Within 30 days after completion of installation and submission of and original complete documents.</td>
</tr>
<tr>
<td>9.10</td>
<td>Maximum time to attend any repair/breakdown call</td>
<td>Within 48 hours</td>
</tr>
<tr>
<td>9.11</td>
<td>Training</td>
<td>Basic operations and troubleshooting training to all lab personal</td>
</tr>
</tbody>
</table>
10. General Conditions of Contract.

10.1. **Bid Document:**

10.1.1 The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the equipments tendered are contained in this “Bid Document”.

10.1.2. The bid document is to be downloaded from website www.mpeda.gov.in. Bidder shall submit bid.

10.1.3. The Financial Bid format should use without changing the format. The bidder should fill in the details in the same format and submit.

10.1.4. Financial quoted by the bidder shall be fixed during the bidder’s “performance contract” of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non-responsive and rejected.

10.1.5. The tenderer shall examine all instructions, forms, terms and specifications in the Tender Document and verify that all the contents mentioned under ‘Tender Document’.

10.1.6. Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the tenderer's risk and may result in the rejection of the bids, without any further notice.

10.2. **Guidelines for preparation of Tender.**

10.2.1. The Tenderer shall bear all costs associated with the preparation and submission of bid and the MPEDA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The documents to be submitted as mentioned in clause 10.1.

10.2.2. In the event of documentary proof as required being not enclosed, the Tender shall be liable to be rejected. All pages of the bid, except for unamendable printed
literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.

10.2.3. Language of Bid: - The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the MPEDA, shall be in English language.

10.2.4. The tender (in English Language only) for the supply of items mentioned in Table 6. shall be submitted along with detailed specifications. A technical leaflet/brochure/literature in original shall be enclosed along with list of names of government departments/offices/organizations to whom the equipment with the same specifications or higher have been supplied/installed in India (at least three installations) during the last three years. In case of copy of earlier work orders and the performance certificates supporting the claim of past performance of the tenderer, it shall be attested by the client institution/organization where the same have been supplied and installed. Copies of the same shall be provided.

10.2.5. The documentary evidence (other than those regarding supply and past performance) submitted along with the Tender shall be produced duly attested by the tenderer on every page and serially numbered. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person (s) signing the offer.

10.2.6. Tenderer shall submit a declaration letter as per the format given as Annex IX and copy of amendments published if any signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.

10.2.7. If at any time any misrepresentation of facts/documents/supply of equipment below the standards assigned come to notice, the contract is liable to be cancelled at the risk and cost of the bidder.

10.2.8. An offer submitted in vague/ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

10.2.9. Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the MPEDA (www.mpeda.gov.in.) However it shall be the duty of the prospective tenderer to
ensure that the clarifications sought for has been properly received in time by the MPEDA.

10.2.10. Any clarification on the tender procedure shall be obtained from MPEDA QC Laboratory, Kochi and the contact numbers are 0484-2311979, 2311033. 2315199.

10.3. **Earnest Money Deposit (EMD):** EMD is **not applicable** in this tender.

10.4. **Deadline for submission of tender:**

10.4.1. Tenderers shall submit all the necessary documents as per the instruction given in the tender document before the last date & time for submission and the MPEDA shall not be held liable for its delay.

10.4.2. The MPEDA may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the MPEDA and the tenderers previously subjected to the deadline shall thereafter be subjected to the deadline so extended.

10.5. **Period of Validity of Tender:**

10.5.1. The tender must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the MPEDA as non-responsive.

10.5.2. Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the Tenderer.

10.6. **Acceptance / Rejection of tenders:**

10.6.1. It is also not necessary that the offer of the firm quoting the lowest rates shall be considered. One sided conditions unacceptable to the MPEDA provided in such price bid, may result in altogether rejection of the offer.

10.6.2. At any point of time, MPEDA reserves the right to cancel or modify the supply order even after it is awarded without assigning any reason whatsoever.
10.7. **Other terms and Conditions:**

10.7.1. Technical Specifications and Standards: - The Goods & Services to be provided by the successful Tenderer under this contract shall conform to the technical specifications and quality control parameters mentioned in the tender document.

10.7.2. The tenderer shall be responsible for payment of any charges due to any statutory authorities such as CGST, SGST, IGST, Customs Duties, Customs clearance and Insurance etc.

10.7.3. If the Tax column (CGST, SGST and IGST) is left blank, then it will be considered as zero (inclusive in the basic price) or not applicable and FINANCIAL BID will be considered for evaluation.

10.7.4. In the event, if it is found that there is some statutory deduction like ITDS under to be made at the source, the MPEDA will have the authority to do so.

10.7.5. The tenderer shall indemnify MPEDA against any loss to MPEDA on account of the activities of personnel employed by him.

10.8. **Tendering System.**

10.8.1. The tenderer shall be submitted in one cover system as envelop of all documents are to be signed by the authorized representative of the bidder as follows;

10.8.2. Bids should be submitted containing following document for documentary proof, for fulfilling qualifying criteria / requirements failing which the offer shall liable to be rejected.

10.8.3. Tender **Fee is not applicable** for this tender.

10.8.4. The bidder or his authorized representative shall sign in all the documents, owning responsibility for their correctness/ authenticity and submit Declaration in respect of acceptance of terms and conditions of tender document.

10.8.5. Self attested copy of PAN and Goods & Service Tax (GST) registration certificate to be enclosed.

10.8.7. Self attested copies of Purchase Order and Completion certificate in fulfillment of Eligibility criteria.

10.8.8. Self attested copy of authorization certificate i.e. authorized dealer/ distributer/ channel partner or documents in support of manufacture.

10.8.9. Acceptance of technical specification of the item mentioned in clause 7.0 of tender document.

10.8.10. Technical Data sheets to be submitted as per the tender.

10.8.11. All Annexes have to be submitted duly filled, stamped and signed. If does not contain any of the above mentioned documents or contains incomplete or unsuitable technical specifications of the item to be supplied, then the offer shall be deemed liable for rejection/ disqualification.

10.8.12. The rates should quote as per the format. Any clause governing the bid subject to market fluctuation is not acceptable. The quoted rates shall be typed in figures.

10.8.13. The rates shall be quoted strictly in the format inclusive of all taxes, duties, entry tax, statutory charges, insurance, permit charges, P&F charges, fright etc. (including purchaser liability, if any) F.O.R. MPEDA to avoid confusion/ discrepancies. However, all applicable Taxes & Duties should be clearly mentioned by the supplier at the time of supply in their invoice. Supplier should submit documentary proof of Excise duty payment with their invoice.

10.8.14. The bidder is advised to avoid offering of rebate/ discount. However in case of exceptional circumstances, the rebate/ discount offered by the bidder should be only in the FINANCIAL BID.

10.8.15. If the bids are not submitted as per the requirement of the above clause, the MPEDA shall assume no responsibility for the offer’s misplacement and consequential rejection.
10.9. Amendment of tender documents:

10.9.1. At any time prior to the dead line for submission of Tender, the MPEDA may, for any reason, modify the tender document and same will be published in MPEDA website [www.mpeda.gov.in](http://www.mpeda.gov.in).

10.9.2. The modifications shall be published in MPEDA website [www.mpeda.gov.in](http://www.mpeda.gov.in), the tenderer shall submit copy of modifications published if any signed by the tenderer or the authorized representative as a proof of having read and accepted the terms and conditions of the tender document.

10.10. Pre Qualification of Tenderers:

10.10.1. Manufacturers or their authorized dealers/Indian subsidiaries/direct importers having a place of business in any of the States of India are eligible to participate in this tender. [Original Equipment Manufacturers shall submit the ‘Manufacturers Offer Form’ as per Annex VI. Letter of Authorization (as per Annex VII) from the Original Equipment Manufacturer (OEM) shall be submitted in the case of a Tenderer who is not the manufacturer of the equipment offered].

10.10.2. The tenderer or manufacturer of the equipment offered should be in the business of the supply and installation of same / similar equipment for the last three calendar years with in the country.

10.10.3. The tenderers should have an average annual turnover of Rupees 10 Lakhs for the last three completed financial years. The tenderer shall submit proof of the same (notary attested audited copy of audited accounts, balance sheet, annual report etc.).

10.10.4. Tenderers who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of blacklisting. (Declaration Form as per Annex IX should be submitted along with the technical bid).

10.10.5. Firm/company who is not willing to accept the maintenance policy of Tender Inviting Authority is not eligible to participate in this tender.
10.11. **Submissions and opening Tender**

10.11.1. Completely filled bids in all respect have to be submitted to MPEDA QC Lab, Kochi, 5th Floor, MPEDA House, Panampilly Nagar by hand or post on or before 06/07/2019 in sealed envelope contains all the documents in PDF files saved in a CD/DVD along with duly signed and stamped hard copies in a single Cover super scribing Quotation for **COLONY COUNTER** to Microbiology Lab, Quotation Reference Number: LAB-KOC/ADMN (MICR)/1/2017-QC/F 6 & Due Date:....................".

10.11.2. The prospective bidder requiring any clarification of the tender document may obtain the same online/ offline from Tender inviting Authority. email: mahesh@mpeda.gov.in in person or otherwise in writing so as to reach the said office at least 07 (seven) days before the deadline for submission of the tenders. The MPEDA shall not be bound to respond to the request from the prospective bidders and this shall not become the reason for claiming extension of the deadline for the submission of the tenders.

10.11.3. All received bids will be opened on **07/07/2019** at 1530 hrs at MRM Room, 5th Floor, MPEDA QC Lab, Kochi. In case, the date of opening is declared, as holiday tender will be opened on next working day at same time.

10.11.4. Only those bidders shall be considered qualified by the MPEDA, who submit documents and accept all the terms & conditions of the Tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The decision of the MPEDA shall be final and binding in this regard.

10.12. **Evaluation of Tender**

10.12.1. Bid Evaluation Committee: The compliance of commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Bid Evaluation Committee constituted by the MPEDA.

10.12.2. The Bid Evaluation Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of tenderer in the field, the financial solvency etc.
10.12.3. The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be intimated to respective bidders.

10.13. **Technical Committee:**

10.13.1. Technical evaluation of the bids shall be conducted by a committee called ‘Technical Committee’.

10.13.2. The composition of technical committee may vary with the type of the equipment tendered.

10.13.3. The decisions of the technical committee will be final and no further queries will be entertained.

10.14. **Purchase Committee:**

10.14.1. The financial bids of tenders who have qualified in the technical bids will be further scrutinized by the Purchase Committee.

10.14.2. A tenderer, at any stage of tender process or thereafter, in the event of being found after verification by the MPEDA, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.

10.14.3. The MPEDA’s decisions on the tender submitted shall be based on the decisions taken by the various committees and otherwise as per the clauses as mentioned above.

10.14.4. Arithmetical errors shall be rectified on the following basis: If there occurs a discrepancy between words and figures, the amount in words shall prevail and the offer shall stand corrected to that effect. If the tenderer does not accept the correction of errors, his offer shall be rejected. The MPEDA may waive any minor infirmity or non-conformity or irregularity in an offer, which does not constitute a material deviation, provided that the same shall not prejudicially affect the interest of the other tenderers.
10.15. **Financial Bid**

10.15.1. Tenderer shall download the available financial bid format from [www.mpeda.gov.in](http://www.mpeda.gov.in) and quote the financials in the respective fields and bid has to be submitted. The financial bid submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.

10.15.2. Financial offered shall be all inclusive and in Indian Rupees. Financial bid should be quoted for the supply, installation, training and successful commissioning of the accessories and fulfillment of warranty/guarantee and after sales service to the satisfaction of the MPEDA.

10.15.3. Fixed financial: Financials quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account.

10.15.4. Financial variation due to statutory changes including CGST, SGST, IGST & customs duty will be accepted during the running contract period before releasing the Letter of supply order on receipt of proper documents.

10.15.7. There shall also be no hidden costs.

10.15.8. Tenderer shall quote financial details in all necessary fields in the available format *(Annex XI).*

10.15.9. The tenderers shall offer financials of all accessories mentioned in the respective technical specifications and under no circumstances offer essential accessories, without which the accessories cannot function properly, as optional or leave the same un-quoted.
11. Technical Bid Evaluation & Scoring Pattern:

<table>
<thead>
<tr>
<th>SI.No</th>
<th>Criteria</th>
<th>Max Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Number of supply of quoted model in India (Food Testing) other than MPEDA (5 point/installation)</td>
<td>50</td>
</tr>
<tr>
<td>2</td>
<td>Service centre in Kerala (5 points/each)</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Compliance certificates</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Extendable warranty (10 points/year)</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Those bidders scoring **marks above 70%** in the technical bid evaluation **shall only** be considered for financial bid comparison.
Annex-I

FORMAT FOR OPTIONAL ITEMS (if applicable)

<table>
<thead>
<tr>
<th>Name of the Instrument</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Item</th>
<th>Part number</th>
<th>Unit price in Rs</th>
<th>Total price</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Price**

Terms & Conditions:

1. The quoted rate for optional items (if applicable only) shall be valid for two year

Signature of Bidder

Name & Designation

Date:

Seal
WARRANTY CERTIFICATE
(To be submitted qualified bidder before installation)

We Warrant that all the machines, equipments and accessories supplied by us under the Purchase order bearing No._______ Dated _____ , shall be brand new, free from all defects - patent or latent and faults in materials, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered and shall be in full conformity with the specifications, drawing or samples and shall operate properly. We shall be fully responsible for its efficient performance. This Warranty shall survive irrespective of any payment or acceptance of the goods but shall expire after (except in respect of complaints and all manufacturing defects of which we have been notified prior to such date) ............year after the installation and acceptance of equipments by Marine Products Exports Development Authority (MPEDA).

The obligations under the Warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive and unscheduled/breakdown service) and transport charges from site to the manufacturers work place and back and free repair/adjustment or replacement at site or any parts of the equipment which under normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications previously given by the MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY (MPEDA) to us. This Warranty shall bind us, our assigns and successors.

Signature of Bidder
Name & Designation

Date: Seal
Annex-III

FORMAT FOR SERVICE SUPPORT

Name of Equipment:-----------------------

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Locality</th>
<th>Name of the service person &amp; Contact No.</th>
<th>Experience in service</th>
<th>Total Work Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kochi</td>
<td>1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3)…</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder
Name & Designation

Date:
Seal:
# Annex IV

## FORMAT FOR USER’S LIST

Name of Equipment: ……………………………

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Model</th>
<th>No of instruments</th>
<th>Complete Address of Customer</th>
<th>Name, Designation, Contact no and email ID</th>
<th>Year of Supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
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<tr>
<td>....</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Quoted model:

Signature of Bidder
Name & Designation

Date:
Seal:
## Annex-V

### FORMAT OF TECHNICAL COMPLIANCE OF SPECIFICATIONS

| S. No. | Details of Specifications/ Parts/ Accessories of Tender Enquiry | Specifications of Quoted Model/ Part/ Accessory | Compliance Yes / No | Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature) | Technical Justification for the Deviation, if any. If specification is superior / inferior than asked for in the enquiry, it should be clearly indicated in the justification |
|--------|---------------------------------------------------------------|------------------------------------------------|
| 1      |                                                               |                                                |                    |
| 2      |                                                               |                                                |                    |
| 3      |                                                               |                                                |                    |
| 4      |                                                               |                                                |                    |
| 5      |                                                               |                                                |                    |

Continued...

### Terms & Conditions:

1. Bidder may offer any number of models (Though the specifications given are of basic and general in nature, preference will be given for selection of higher-end versions. Therefore, bidders are advised to quote for different models), of the equipment. In such cases, the Technical Compliance statement must be enclosed for each and every model separately.

2. If the Bidder fails to enclose the compliance statement, the bid is likely to be rejected.

**Signature of Bidder**

**Name & Designation**

**Date:**

**Seal:**
MANUFACTURER’S OFFER FORM
(to be submitted by manufacturers)

No.: Date:

To

The Secretary
Head Office, MPEDA House,
Building No: 27/1162, PB No: 4272,
Panampilly Avenue, Panampilly Nagar PO,
Kochi-682 036, Kerala

Dear Sir,

Tender No

Equipment Name:

1. We …………………………………… (name of the manufacturer) declare that we are the original manufacturers of the above equipment having registered office at …………………………………… (full address with telephone number/fax number & email ID and website), and having factories at …………………………………….  

2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC/AMC as per the above tender.

4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name) for and on behalf of M/s. …………………………………

Date: (Name of manufacturers)

Place:

Note: This letter of authority should be on the letter head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.
MANUFACTURER’S AUTHORISATION FORM
(to be submitted by authorized dealers/representatives/importers)

No.                                                                                                       Date:

To

The Secretary
Head Office, MPEDA House,
Building No: 27/1162, PB No:4272,
Panampilly Avenue, Panampilly Nagar PO,
KOCHI-682 036, KERALA

Dear Sir,

Tender No                   :
Equipment Name       :

1. We …………………………………… (name of the OEM) are the original manufacturers of the
   above equipment having registered office at …………………………………….. (full address with
   telephone number/fax number & email ID and website), having factories at and , do hereby
   authorize M/s.       (Name and address of tenderer) to submit tenders, and subsequently negotiate
   and sign the contract with you against the above tender
   no.............................................................................................................................

2. No company or firm or individual other than M/s............................................are authorized to bid,
   negotiate and conclude the contract in regard to this business against this specific tender.

3. We also hereby undertake to provide full guarantee/warrantee /CMC/AMC as agreed by the
   tenderer in the event the tenderer is changed as the dealers or the tenderer fails to provide
   satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and
   to supply all the spares/reagents during the said period.

4. We also hereby declare that we have the capacity to manufacture and supply, install and
   commission the quantity of the equipments tendered within the stipulated time.

(Name)
for and on behalf of M/s.

................................................................................................................................................................................

Date:                                                                           (Name of manufacturers)
Place:

Note: This letter of authority should be on the letterhead of the manufacturing concern
and should be signed by a person competent and having the power of attorney to bind
the manufacturer.
POWER OF ATTORNEY
(On a Stamp Paper of relevant value)

I/ We…………………………………………………….(name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt ……………………………………………………….(name and address) who is presently employed with us and holding the position of ………………………………………………………. As our attorney, to act and sign on my/our behalf to participate in the tender no…………………………………… for ……………………………………… (Equipment name).

I/ We hereby also undertake that I/we will be responsible for and confirm and ratify all actions of said attorney Sri/Smt……………………………………………………. Lawfully undertaken by him/her during the tender process and thereafter for execution of the contract. We/ his / her signature is attested below

Dated this the .........................day of 2019   for

(Name, Designation and Address)

Accepted

(Signature) (Name, Title and Address of the Attorney)
Date :
DECLARATION FORM
(To be given on Company Letter Head)

To,
The Deputy Director (Lab)
Head Office, MPEDA House,
Building No: 27/1162, PB No:4272,
Panampilly Avenue, Panampilly Nagar PO,
KOCHI-682 036, KERALA

Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No .................-
Name of Tender / Work: ............................................................................................................................................

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender’ from the web site(s) namely:....................................................................................................................................................................................
...............................................................................
as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 01 to _____ (including all documents like Annex(s), table(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)
Annex X

**TENDER OFFER FORM**

Having examined and accepting the conditions of the tender document no ………………………………………. we here by submit this offer for the supply & installation of ………………………………………………………………………………conforming the detailed technical specification mentioned in the tender document. The details of the equipment offered are as follows.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Equipment</th>
<th>Model</th>
<th>Original Equipment Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: Office seal

Signature of the tenderer/Authorized signatory
### GENERAL INFORMATION ABOUT THE TENDERER

<table>
<thead>
<tr>
<th></th>
<th>Name of the Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Registered address of the firm with GSTIN</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>State</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Telephone No.</td>
<td>Fax</td>
</tr>
<tr>
<td></td>
<td>Email</td>
<td>Website</td>
</tr>
</tbody>
</table>

#### Contact Person Details

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Telephone No.</td>
<td>Mobile No.</td>
</tr>
</tbody>
</table>

#### Communication Address

<table>
<thead>
<tr>
<th></th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>State</td>
</tr>
<tr>
<td></td>
<td>Telephone No.</td>
</tr>
<tr>
<td></td>
<td>Email</td>
</tr>
</tbody>
</table>

#### Type of the Firm (Please ✓ relevant box)

<table>
<thead>
<tr>
<th></th>
<th>Private Ltd.</th>
<th>Public Ltd.</th>
<th>Proprietorship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Partnership</td>
<td>Society</td>
<td>Others, specify</td>
</tr>
</tbody>
</table>

Registration No. & Date of Registration.

#### Nature of Business (Please ✓ relevant box)

<table>
<thead>
<tr>
<th></th>
<th>Original Equipment Manufacturer</th>
<th>Authorized Dealer /Representative</th>
<th>Direct Importer</th>
<th>Others specify</th>
</tr>
</thead>
</table>

#### Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name</td>
<td>Designation</td>
</tr>
</tbody>
</table>

in case of Directors, DIN Nos. are required

#### Bank Details

<table>
<thead>
<tr>
<th></th>
<th>Bank Account No.</th>
<th>IFSC Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bank Name &amp; Address</td>
<td>Branch Name</td>
</tr>
<tr>
<td></td>
<td>Tel No</td>
<td>Email ID</td>
</tr>
</tbody>
</table>

PAN Card No

#### Whether any criminal case was registered against the company or any of its promoters in the past?

Yes / No

#### Other relevant Information provided *

(Here enclose the details such as presentation on the details of the tenderer in a CD preferably, please avoid submission of detailed leaflets/brochures etc, if possible.)

Date:  
Office Seal  
Signature of the tenderer / Authorised signatory  

---

*Other relevant Information provided *
Annex XII

FINANCIAL BID FORMAT

<table>
<thead>
<tr>
<th>Name of the Tenderer</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SI NO</th>
<th>Particulars</th>
<th>Quantity</th>
<th>Unit Amount in Rs</th>
<th>GST %</th>
<th>Total amount = (4) x (3) in Rs.</th>
<th>Total Amount with Tax in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total in Rs

Date:

Office seal

Signature of the tenderer/Authorized signatory
<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>Signed copy of DECLARATION FORM as per the format Annex IX</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Tender Fee &amp; EMD is not applicable.</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Technical Bid with following Annexes: COVER 1 (hard copy as well as in pdf on CD/DVD.)</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Annex-I Format for Optional Items</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Annex-II: Warranty Certificate</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Annex-III: Service Support</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Annex-IV User's List</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Annex-V Technical Compliance of Specifications</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Annex-VI Manufacturer’s Offer Form</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Annex-VII Manufacturer’s Authorization Form</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8. Annex-VIII Power of Attorney</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9. Annex IX Declaration Form</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10. Annex X Tender Offer Form</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11. Annex XI General Information about the tenderer</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12. Annex XIII Check List for Bidders</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Financial Bid (Hard copy) duly filled and stamped and same in pdf on CD/DVD - COVER 2 (Annex XII)</td>
<td>Yes/No</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder
Name & Designation

Date: