SUPPLY, INSTALLATION AND COMMISSIONING OF DIGITAL AUTOCLAVE FOR MPEDA MICROBIOLOGY LABORATORY

TENDER NO: LAB-KOC/ADMN (MICR)/1/2017-QC/B 3 Dated. 09/05/2019

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 Tender

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): +91 484 2311979 / 2311803 / 2311901
2311854 / 2314468 / 2315065 / 2313415
Fax: +91 484 2313361 / 2314467 / 2312812 / 2312036
E-mail: ho@mpeda.gov.in, support@mpeda.gov.in
Web: www.mpeda.gov.in

TENDER NOTICE

No. : LAB-KOC/ADMN (MICR)/1/2017-QC/B 3

Marine Products Export Development Authority (MPEDA), Kochi invites bids through e-Tendering System under the single stage: two bid system in separate envelopes (i.e. Techno-Commercial BID and Financial BID) from eligible bidders for the “Supply, Installation and Commissioning of Digital Autoclave for Microbiology Laboratory” to its Head office MPEDA, 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 and E-procurement portal https://eprocure.gov.in. The bids shall be submitted online following the instructions appearing on the screen. Users are requested to map their system as per the System settings available on the link “System Requirement and Registration Manual” on the E-Procurement portal. Dead line for submission of bid: 17.30 hrs on 31.05.2019. The bids are required to be uploaded in two separate parts i.e. techno-commercial bid & financial bid. The techno-commercial bids will be opened at 10:30 hrs. on 03-06-2019 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 in the above. The financial bids of bidders whose techno-commercial bids get qualified would be opened at a later date.

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 bids through e-Tendering System under the single stage: two bid system in separate entries (i.e. Techno-Commercial BID and Financial BID) from eligible bidders for the supply of the laboratory equipments in prescribed format from reputed firms/dealers for entering into contract with the Marine Products Export Development Authority (MPEDA), Kochi for the Supply, Installation and Commissioning of Digital Autoclave for MPEDA Microbiology Laboratory, Kochi’. 

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

The Secretary
The Marine Products Export Development Authority
(Ministry of Commerce & Industry, Govt. of India)
MPEDA House, Building No: 27/1162, PB No: 4272,
Panampilly Avenue, Panampilly Nagar PO,
Kochi-682 036, Kerala
Telephone (EPABX): +91 484 2311979 / 2311803 / 2311901
2311854 / 2314468 / 2315065 / 2313415
Fax: +91 484 2313361 / 2314467 / 2312812 / 2312036
E-mail: lab.koc@mpeda.gov.in, mahesh@mpeda.gov.in
Web: www.mpeda.gov.in

Detailed tender document may be downloaded from procurement portal https://eprocure.gov.in or details from MPEDA Website: http://mpeda.gov.in prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. Users are requested to map their system as per
the System settings available on the link “System Requirement and Registration Manual” on the E-Procurement portal. After downloading / getting the tender document/schedules, the bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is instructed that the bidder has to read all the terms and conditions before submitting their offer.

Dead line for submission of bid: **17.30 hrs on 31.05.2019**. All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format), as mentioned in the **clause No. 10.3** against each schedule in fixed amount as specified. In case bidder has any problem in uploading the scanned copies of documents for payment of Bid Security, he/she must submit the copy of original Bid Security at MPEDA Head Office address before opening of bid. The Bid Security shall be deposited in “ORIGINAL” in a sealed envelope within a week from the date of opening to the address given above.

The bids are required to be uploaded in two separate parts i.e. techno-commercial bid & financial bid. The techno-commercial bids will be opened at 10.30 hrs. (IST) on **03.06.2019**. The financial bids of bidders whose techno-commercial bids get qualified would be opened at a later date.

The bidders may visit MPEDA website and e procurement portal www.mpeda.gov.in & https://eprocure.gov.in, for more information and/ or download the bid document.

### 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 tenders are invited for the supply, installation and commissioning of the equipments, the details of which are mentioned in Clause. 6., needed for the Microbiology Laboratory, MPEDA. The Marine Products Export Development Authority is acting as the central procurement agency. The main objective is to obtain bulk discount through the procurement of machineries for Microbiology Laboratory for obtaining “excellent “after sales service to the equipments procured under this tender. For this, the MPEDA, will undertake and oversee the procurement process, ensure that the successful tenderers are supplying and installing the equipments 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 HO, MPEDA as well as the user (Microbiology Laboratory).

4.3 Eligibility Criteria

4.3.1 The bidder shall be the OEM or authorized dealer or distribute of the equipment having minimum financial turnover of Rs. 50 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 5 years in the field. Proof of the same shall be submitted with the technical bid.

4.3.4 Bidder should have copy of GST registration and PAN Card with the technical bid.

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 along with the technical bid.

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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</thead>
<tbody>
<tr>
<td>Tender enquiry No</td>
</tr>
<tr>
<td>Equipment Detail</td>
</tr>
<tr>
<td>Tender Fee</td>
</tr>
<tr>
<td>EMD Amount</td>
</tr>
<tr>
<td>Validity of offer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Important Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published date</td>
</tr>
<tr>
<td>Date of release of tender</td>
</tr>
<tr>
<td>Clarification start date</td>
</tr>
<tr>
<td>Clarification end date</td>
</tr>
<tr>
<td>Bid submission start date</td>
</tr>
<tr>
<td>Bid submission end date</td>
</tr>
<tr>
<td>Technical Bid opening date</td>
</tr>
</tbody>
</table>

6. Details of Equipment:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Machineries</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Digital autoclave (120L)</td>
<td>2</td>
</tr>
</tbody>
</table>
7. Technical Specification of equipment:
The detailed technical specifications and other quality parameters of the above equipment 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>
| 01     | Digital autoclave (approximate 120L) (2 nos.) | **Application:** For the sterilization of media, broths etc.  
1. Design - Vertical  
2. Approx. capacity 120 (±5) liters or more internal volume.  
4. Material of construction: Sterilizer chamber SS 304; Door SS 304; Loading carriage SS 316; Door Gasket: Silicon or better; Insulation material: Specify; Insulation cover: SS sheets.  
5. For validation vender should having it’s own capability with their own company trained service engineer to perform validation. No third party validation will be entertained. One validation at the time of installation should be done by company personnel.  
6. System should come along with the entire necessary accessory and should be ready to work.  
7. Easy movable and placement.  
8. The instrument should have mechanical safety Devices for over current protection, over temperature protection by automatic current cut-off and over pressure protection by automatic and manual safety valve. Shall have alarm for low water level and cut off / Sensor open alarm. |

10. Warranty Three (3) Years comprehensive warranty from the date of completion of installation and AMC / CMC:

### 8. Terms and Conditions

<table>
<thead>
<tr>
<th>8.1</th>
<th>Place of 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 to the site (3rd Floor of MPEDA Head Office, Kochi) shall be the responsibility of the supplier.  
3) Delivery of item shall be at site to be completed within **3 (three) weeks** (2 weeks for supply and 1 week for installation) from the date of award of work order/ purchase order.  
4) Short shipment and part shipment are not allowed.  
5) Installation and commissioning of machinery and supporting accessories shall be completed within 1 week from the date of delivery at site. |
| 8.3 | Financial | 1) The financial bid (BOQ) shall be quoted in Indian Rupee only, indicating break-up for the equipment and accessory instruments, details of tax as applicable and other over-heads. The Financial bid (BOQ) shall be inclusive of all costs of freight, insurance, transportation, delivery and installation & commissioning at the 3rd Floor, MPEDA, HO, Panampilly Nagar, Kochi, Kerala.  
2) In case if the rate of consumables/reagents/ preparatory items are fixed in the tender for certain years, and then the rate shall be applicable from the date of price bid opening.  
3) SGST/CGST/IGST shall be quoted in numeric values and in Rupees (if
the field is left blank, value will be taken as zero) separately. The total amount inclusive of all duties & taxes may be quoted.

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

<table>
<thead>
<tr>
<th>8.4</th>
<th>Mode of payment</th>
</tr>
</thead>
</table>
| 1) Payment will be made in Indian Rupees with the following terms & conditions:  
   a) Value of item above 1 Lakh: 90% of payment after installation, commissioning, training and working to the satisfaction of MPEDA. Balance 10% will be released on execution of fixed deposit receipt in lieu of performance security.  
   b) Value of item below 1 Lakh: 100% payment after installation, commissioning, training and working to the satisfaction of MPEDA with all necessary certificates of equipment.  
2) The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, CGST, SGST, IGST, etc.  
3) If the columns with regard to CGST, SGST and IGST are left blank, then it will be considered as zero (inclusive in the basic financial) or not applicable and BOQ will be considered for evaluation. |

<table>
<thead>
<tr>
<th>8.5</th>
<th>Warranty for equipments listed in Table. 6.0</th>
</tr>
</thead>
</table>
| 1) Warranty required is separately given along with technical specification of machinery. Warranty will be considered from the date of completion of installation for the complete system including the supply of spares, consumables (as per Annex-I), accessories etc. and service charges.  
2) Complete set of spares and consumables as stand by shall be provided/made available along with the equipment or from time to time during the period of warranty.  
3) The repair/servicing and periodic IPV of the equipment with traceable valid standards have to be carried out by the |
4) For delay in attending break-down call beyond 2 working days a penalty @ **Rs. 500/- per day** shall be charged for the item(s) supplied value above 1 Lakh. Such amount will be deducted from any amount due or which may become due to the supplier. The warranty period shall automatically stand extended by the number of days taken to rectify the defects (beyond 2 days).

5) The firm shall give a warranty certificate as per the format attached in the tender Document (Annex III).

6) Maintenance chart & schedule for all the components of complete system shall be provided with sufficient technical support personal capable of attending on short notice at Kochi where the equipment is installed (ANNEX IV).

7) At least 2 preventive maintenance visits and unlimited breakdown calls by the service/application support shall be provided every year during the entire warranty period (Annex-V).

<p>| 8.6 | Training of personnel | After installation, training on instrument operation, software operation (if any), maintenance, method development, trouble shooting etc., to be given to all laboratory personnel. |
| 8.7 | Experience | The supplier shall have experience of at least 3 (three) installations and operation of the equipment (model quoted) in India. User list has to be furnished as per the Annex-VI. |
| 8.8 | Details of EMD | As per 10.3.1 By way of Demand Draft on any of the Commercial Bank in favour of The Secretary, MPEDA, Kochi. |
| 8.9 | Period of validity of the offer/tender | <strong>180 days.</strong> Incomplete tender documents, especially with regard to not detailing the specifications of the equipment are liable to be rejected. MPEDA reserves the Right to accept or reject any or all tenders in whole or In part without assigning any reason thereof. |
| 8.10 | Specification | Detailed specification sheet(s) highlighting all the technical and other |</p>
<table>
<thead>
<tr>
<th>sheets</th>
<th>specifications must be attached/ uploaded.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8.11 System performance requirement</strong></td>
<td>1) System performance to be demonstrated by the suppliers (who qualify the bid) after installation. &lt;br&gt;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. &lt;br&gt;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 %.</td>
</tr>
<tr>
<td><strong>8.12 Instruction manual and application notes</strong></td>
<td>Instruction/operation Manual and application notes as necessary may be provided to enable the user to put the equipment for proper use.</td>
</tr>
<tr>
<td><strong>8.13 Cost of tender documents</strong></td>
<td>The tender document may be downloaded from MPEDA website and the amount of <strong>Rs. 500/-</strong> (Rupees Five hundred only) may be paid towards the tender document fee by Demand draft in favour of <strong>The Secretary, MPEDA, Kochi</strong>, Kerala at the time of the submission of tender.</td>
</tr>
<tr>
<td><strong>8.14 Last date and time of receipt of tender</strong></td>
<td>Tenderer has to submit tender as per the date stipulated in the e-procurement website.</td>
</tr>
<tr>
<td><strong>8.15 Installation Check out specification.</strong></td>
<td>To be specified in detail. [Pre Installation requirements (Electrical points, earthling, instrument dimensions &amp; table measurements (in cm), space requirement for main equipment and each of accessories etc).]</td>
</tr>
<tr>
<td><strong>8.16 Signing of Tender</strong></td>
<td>The tender 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 tenderer should sign each page of the tender form and Annexes, if any.</td>
</tr>
<tr>
<td><strong>8.17 Country of origin</strong></td>
<td>The country of origin (if applicable) of each component shall be mentioned</td>
</tr>
<tr>
<td><strong>8.18 Blacklisted firm</strong></td>
<td>Blacklisted/ debarred firms should not participate in the tender</td>
</tr>
</tbody>
</table>
### 8.19 Certification, Traceability and approval by authorized institutions/organizations

1. Certification, Traceability and approval of equipments by authorized institutes like European CE/USFDA/ BIS/ NABL/ ISO/NIST are mandatory.
2. Manufacturer and Supplier should have ISO 13485 certification under ISO 9001 for quality standards, Electrical safety conforms to the standards for electrical safety IEC 60601 - General requirements (or equivalent BIS Standard) and Certified to be compliant with IEC 61010 -1, IEC 61010 - 2 -40 for safety.

### 8.20 Performance Guarantee (item value above 1 Lakh)

1. Performance security: as per GFR 2017 Rule 171 (1) the successful bidder shall deposit a performance Security for the performance of machine till the end of warranty period for an amount of ten percent (10%) of the total value of the contract as specified in the bid documents. Performance Security may be furnished in the form of a fixed Deposit Receipt from a Commercial bank in favour of Secretary MPEDA, Kochi.
2. Performance Security is to be furnished by 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
3. Performance Security will be returned to the supplier without any interest after deducting any due during the warranty period if any.

### 8.21 Delayed supplies & Liquidated damages

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 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.

### 8.22 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.

### 8.23 Annual Maintenance Contract (AMC)/ CMC

1) At least 4 preventive maintenance visits and unlimited breakdown calls by the service/ application support engineer during the AMC/CMC period, every year as per the terms and conditions stipulated in the **ANNEX V**.

2) Payment terms as per GFR 2017 Rule No.172.1ii.c applicable.

3) Calibration (IPV) with traceable standards shall be done once in a year during the AMC/ CMC period.
## 9. Specific Conditions of Contract

### Time Limits prescribed:

<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>Delivery of items shall be at site to be completed within <strong>3 (three) weeks</strong> (2 weeks for supply and 1 week for installation) from the date of award of work order/purchase order.</td>
</tr>
<tr>
<td>9.2</td>
<td>Comprehensive warranty period</td>
<td>As prescribed in the specification (Clause 7)</td>
</tr>
<tr>
<td>1.3</td>
<td>CMC/AMC period (applicable for the items value above 1 Lakh)</td>
<td>For five years from the warranty period mentioned in the technical specifications (Clause 7)</td>
</tr>
<tr>
<td>1.4</td>
<td>Frequency of visits to the lab during Warranty/CMC or AMC</td>
<td>One visit every 3 months (4 visits in a year) for periodic/preventive maintenance and unlimited visit for repairs/break down calls</td>
</tr>
<tr>
<td>1.5</td>
<td>Frequency of payment of CMC or AMC charges</td>
<td>Every six months after completion of the period.</td>
</tr>
<tr>
<td>1.6</td>
<td>Submission of Performance security and entering into warranty.</td>
<td>On successful completion, installation, commissioning and training of equipments at 3rd Floor, MPEDA, HO, Kochi.</td>
</tr>
</tbody>
</table>
| 1.7    | Payment installments of price of equipments and ratio | (1) Payment for items value above 1 Lakh will be 90% against installation & submission of proper documents and 10% will be retained as performance security as FDR. Same will be released after warranty period without any interest.  
(2) Payment for items/ value less than 1 Lakh will be 100% against |
### 10. General Conditions of Contract.

#### 10.1. Tender 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 “Tender Document”.

10.1.2. The tender document is to be downloaded from website [https://eprocuer.gov.in](https://eprocuer.gov.in) and [www.mpeda.gov.in](http://www.mpeda.gov.in). Tenderer shall submit Tender Document fee by Demand Draft drawn in favour of the Secretary, MPEDA, Kochi. Non-submission of sufficient Tender document fee as mentioned shall be one of the primary reasons for rejection of offer in the first round.

10.1.3. The tender process comprises the stages viz. bid submission (technical cover and financial cover), opening of technical bid opening and bidder short listing and opening financial bids.

10.1.4. The BOQ should be downloaded and saved by bidder to use it without changing the format. The bidder should fill in the details in the same format and upload the same back to e-procurement website.
10.1.5. 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.

10.1.6. The tenderer shall examine all instructions, forms, terms and specifications in the Tender Document and verify that all the contents mentioned under clause 6.1, are contained in the ‘Tender Document’.

10.1.7. 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 its bid and the MPEDA, Panampilly Nagar, Kochi, hereinafter referred to as “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 equipments 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. Scanned copies of the same shall be provided in PDF format.
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 over writing 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 XIII 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, 2311803.

10.3. **Earnest Money Deposit (EMD):**

10.3.1. In order to ensure maximum number of competitive tenders and to avoid indication of the price quoted, a fixed rate of Earnest Money Deposit (EMD) is adopted.

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Laboratory Equipment</th>
<th>No of Unit required</th>
<th>EMD in Rs / unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Digital autoclave (120L)</td>
<td>2</td>
<td>4000.00</td>
</tr>
</tbody>
</table>

10.3.2. The successful tenderers EMD will be adjusted upon the tenderers signing the contract and against the performance security.

10.3.3. EMD of unsuccessful tenderers will be returned after the selection and issuance of purchase order to the successful tenderer. No interest will be paid for the EMD submitted.
10.3.4. The EMD will be forfeited, if a tenderer; misrepresents facts or submit fabricated / forged / tempered / altered / manipulated documents during verification of tender process withdraws its bid after the opening of technical bid; refuses to sign the agreement on fixing the tender or furnish the performance security.

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 assessing 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 CGST, SGST and IGST are left blank, then it will be considered as zero (inclusive in the basic price) or not applicable and BOQ will be considered for evaluation.

10.7.4. In the event, if it is found that there is some statutory deduction, like ITDS under any law, 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 tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows;

10.8.2. **Cover-A (TECHNICAL BID).**

10.8.3. Online bids should be submitted containing scanned copy of following document in Cover-A for documentary proof, for fulfilling qualifying criteria / requirements failing which the offer shall liable to be rejected.

10.8.4. Earnest Money Deposit (refundable).

10.8.5. Tender Fee is non-refundable.

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

10.8.7. Self attested copy of PAN and Goods & Service Tax (GST) registration certificate.


10.8.9. Self attested copies of Purchase Order and Completion certificate in fulfillment of Eligibility criteria.
10.8.10.Self attested copy of authorization certificate i.e. authorized dealer/ distributer/ channel partner or documents in support of manufacture.

10.8.11.Acceptance of technical specification of the item mentioned in clause 7.0 of tender document as per ANNEX VII.

10.8.12.No of Certificates approved the equipment/ international or national recognition of instruments shall be submitted as per the ANNEX VIII for the technical evaluation.

10.8.13.Duly filled stamped and signed all ANNEX. Note: if the Cover-A i.e. technical bid 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. The respective Cover-B i.e. financial bid of the technically disqualified offers shall not be opened. The bidders are cautioned that divulging of any financial information in Cover-A (Technical bid) will result in rejection of their tender.


10.8.15.The cover-B shall contain the financial bid in the enclosed “Schedule of Quantities & Financials” as per the BOQ. Any clause governing the bid subject to market fluctuation is not acceptable. The quoted rates shall be typed in figures.

10.8.16.The rates shall be quoted strictly in Schedule of Quantities and financials 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 any letter 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.

10.8.17.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 BOQ.

10.8.18.The tenderers who do not submit the technical bid (cover A) within the stipulated date and time will be treated non-responsive.
10.8.19. 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 by corrigendum/ addendum.

10.9.2. The corrigendum/ addendum shall be published in e-procurement website (https://eprocure.gov.in) and MPEDA website www.mpeda.gov.in, the tenderer shall submit copy of corrigendum/ addendum published if any signed by the tenderer or the authorized representative as part of the technical bid 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 X. Letter of Authorization (as per Annex XI) 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 50 Lakhs for the last three completed financial years. The tenderer shall submit the IT return of (notary attested audited copy of audited accounts, balance sheet, annual report etc.).

10.10.4. Tenderers shall have service facility in Kochi, India and the capability to attend repairs of the equipments within the time specified (documentary proof shall be submitted on the after sales facilities and expertise of the tenderer.).

10.10.5. 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 XIII should be submitted along with the technical bid).

10.10.6. 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. The Bid should be submitted online at Website [http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) only, by the due date 31/05/2019 and time upto 17.30hrs. The server date & Time as appearing on the website [http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) shall only be considered for the cut-off date and time for submission of bids. Offers sent through post, telegram, fax, Tele-Fax, e-mail and courier or by any other mode will not be considered. In case, the date of opening is declared, as holiday tender will be opened on next working day at same time.

10.11.2. Only those bidders shall be considered qualified by the MPEDA, who submit requisite EMD and documents 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.

10.11.3. The bidder shall bear all cost associated with the preparation and submission of its bid and the MPEDA will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.

10.11.4. If any clarification is required by the bidder in respect of items wherein specification are not defined or if any doubt is there about any specification, bidder may personally visit the office of the **QC Laboratory, MPEDA Head Office, Kochi- 682 036, Kerala.** However, this shall not become the reason for claiming extension of the deadline for the submission of the tenders.

10.11.5. The prospective bidder requiring any clarification of the tender document may obtain the same online/ offline from Tender inviting Authority, The Secretary, MPEDA Head Office, Kochi – 682 036, Kerala, email: lab.koc@mpeda.gov.in and copy to 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.
10.12. **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’ in which external experts from other research/scientific Institutions may also be present.

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** on technical aspects 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 Bids (BOQ)**

10.15.1. The Price bids of the short-listed technically qualified tender(s) will be opened only after evaluation of Technical bids by the Technical Committee. The short listing of the tender(s) will be carried out on the basis of the Technical evaluation of the technical bid.

10.15.2. The opening of the financial bid shall be done by the MPEDA or his authorized representatives and may be in presence of authorized representatives of the firms those qualified in the detailed scrutiny and evaluation of the Technical Bid.

10.15.3. Tenderer shall download the available financial bid format from http://eprocure.gov.in and quote the financials in the respective fields and submitted online. The financial bids (BOQ) submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.

10.15.4. Financial offer 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.

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

10.15.6. 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 Intent/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 formats (Annex XVI).

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>No of installation of quoted model in India (Food Testing) other than MPEDA (5 point/installation)</td>
<td>50</td>
</tr>
<tr>
<td>2</td>
<td>24x7 Online/ Tele/ Direct Service Support. (Yes-10 Point, No-0 point)</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Number of service engineers in the Kerala state (5 point per engineer)</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Certification, Traceability and approval of machineries by authorized institutions/ organizations (10 point/certification)</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
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Those bidders scoring **marks above 70%** in the technical bid evaluation **shall only** be considered for financial bid comparison.
FORMAT FOR OPTIONAL ITEMS (if applicable)

<table>
<thead>
<tr>
<th>Name of the Instrument</th>
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<tbody>
<tr>
<td><strong>Sl No</strong></td>
<td><strong>Item</strong></td>
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<tr>
<td><strong>Total Price</strong></td>
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</table>

**Terms & Conditions:**

1. The quoted rate for optional items shall be valid for 3 years
2. The rate quoted shall include 3 years warranty

**Signature of Bidder**

**Name & Designation**

**Date:**

**Seal**
FORMAT FOR LIST OF CONSUMABLES REQUIRED DURING WARRANTY PERIOD

Name of Equipment:………………………………

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<tr>
<th>Sl No</th>
<th>Item</th>
<th>Part number</th>
<th>Periodicity of replacement/ (based on working hours etc) whichever is applicable</th>
<th>Quantity required</th>
<th>Unit price (Rs.)</th>
<th>Total price (Rs.)</th>
<th>Remarks</th>
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**Total Price**

**Consumables:** (if applicable)

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</table>

**Total Price**

**Terms & conditions:**

1. Consumables required for a year only, shall be supplied at the beginning of that calendar year. List of the same shall be provided for our records.

2. Required spares shall be readily available to minimize the breakdown period of the instrument.

3. During warranty period, we hereby certify that any item as and when required and not listed above, irrespective of periodicity, shall be borne by our assigns and successors.

**Signature of Bidder**

**Name & Designation**

**Date:**

**Seal**
Annex-III

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) three years 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-IV

FORMAT FOR SERVICE & APPLICATION SUPPORT

Name of Equipment:________________________

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Locality</th>
<th>Name of the service person</th>
<th>Field of expertise (service or application)</th>
<th>Experience in this firm with same or similar instruments/field</th>
<th>Total Work Experience</th>
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<tr>
<td>1</td>
<td>MPEDA, HO, Kochi</td>
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Signature of Bidder

Name & Designation

Date:

Seal:
FORMAT FOR MAINTENANCE CONTRACT

Name of Equipment:……………………………

<p>| ANNUAL MAINTENANCE CONTRACT AMOUNT IN INR (without tax component) |
|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Warranty period: 3 years |</p>
<table>
<thead>
<tr>
<th>Sl. No</th>
<th>LOCALITY</th>
<th>4TH YEAR</th>
<th>5TH YEAR</th>
<th>6TH YEAR</th>
<th>7TH YEAR</th>
<th>8TH YEAR</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
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<td>MPEDA, HO, Kochi(KL)</td>
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COMPREHENSIVE /EQUIVALENT ANNUAL MAINTENANCE CONTRACT AMOUNT IN INR (without tax component)

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<tr>
<th>Sl. No</th>
<th>LOCALITY</th>
<th>4TH YEAR</th>
<th>5TH YEAR</th>
<th>6TH YEAR</th>
<th>7TH YEAR</th>
<th>8TH YEAR</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MPEDA, HO, Kochi(KL)</td>
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(Tax will be applicable according to the considerable time)

Terms & conditions:

1) At least four preventive maintenance services shall be provided annually.
2) Unlimited breakdown calls shall be attended.
3) Calibration (IPV) of equipment shall be done once in a year (from 4th to 8th year) with valid & traceable calibration solutions (free of cost) and provide calibration documents.
4) CMC shall include work as well material cost. During CMC no payment will be made other than the quoted amount in CMC.
5) Payment terms as per GFR 2017 Rule 172 1.ii c are applicable.

Signature of Bidder
Name & Designation

Date:
Seal:
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 installed site</th>
<th>Name, Designation, Contact no and email ID</th>
<th>Analytical Scope/Matrix (if applicable)</th>
<th>Year of installation</th>
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</table>

**Quoted model:**

1
2
3
....

**Other models:**

1
2
3
...

**Terms & Conditions:**

1. Testimonial/feedback from end users (preferably for quoted model from similar scope of analysis)-minimum three shall be attached.

Signature of Bidder
Name & Designation

Date:
Seal:
Annex-VII

FORMAT OF TECHNICAL COMPLIANCE OF SPECIFICATIONS

Name of Equipment:..................................

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Details of Specifications/ Parts/ Accessories of Tender Enquiry</th>
<th>Specification s of Quoted Model/ Part/ Accessory</th>
<th>Compliance Yes / No</th>
<th>Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature)</th>
<th>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</th>
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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:
FORMAT FOR CERTIFICATES APPROVED THE PROPOSED EQUIPMENT/ INTERNATIONAL OR NATIONAL RECOGNITION OF INSTRUMENTS.

<table>
<thead>
<tr>
<th>No.</th>
<th>Particulars</th>
<th>National</th>
<th>International</th>
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<tbody>
<tr>
<td>1</td>
<td>No. of Certification received on instrument (eg: FSSAI/ ISO/USFDA/CE/UL etc)</td>
<td></td>
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<tr>
<td>2</td>
<td>No. of other approval/ accreditation/ Official recognition of equipment (eg: NIST, NABL etc)</td>
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</table>

**Note:** Original certificates shall be scanned and enclosed in the technical bid.
FORMAT FOR LIST OF ITEMS DURING WARRANTY PERIOD

Name of Equipment:……………………………

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Item</th>
<th>Part number (if any)</th>
<th>Periodicity of replacement (if any)</th>
<th>Quantity required</th>
<th>Unit price (Rs)</th>
<th>Total price (Rs)</th>
<th>Remarks</th>
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<tbody>
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</tbody>
</table>

**Total Price**

Terms & conditions:

1. Items/ Consumables required for a year only, shall be supplied at the beginning of that calendar year. List of the same shall be provided for our records.
2. Required spares shall be readily available to minimize the breakdown period of the instrument.
3. During warranty period, we hereby certify that any item as and when required and not listed above, irrespective of periodicity, shall be borne by our assigns and successors.

Signature of Bidder
Name & Designation

Date:
Seal
Annex-X

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 letterhead 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.
Annex-XII

POWER OF ATTORNEY
(On a Stamp Paper of relevant value)

I/ We………………………………………………….(name and address of the registered office) do hereby constitute, appoint and authorise Sri/Smt ………………………………………………………………(name and address) who is presently employed with us and holding the position of …………………………………………………….. As our attorney, to act and sign in my name and 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 my 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 (QCD)
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/ organisation too
have 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 XIV

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 section IV of 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:

Signature of the tenderer/Authorized signatory

Office seal
### GENERAL INFORMATION ABOUT THE TENDERER

<table>
<thead>
<tr>
<th></th>
<th>Name of the Tenderer</th>
<th>Registered address of the firm with GSTIN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>State</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Telephone No.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email</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>
<th>State</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Telephone No.</td>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email</td>
<td>Website</td>
<td></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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Direct Importer</td>
<td>Others, specify.</td>
</tr>
</tbody>
</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>

**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>
<tr>
<td></td>
<td>PAN Card No.</td>
<td></td>
</tr>
</tbody>
</table>

**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:**

<table>
<thead>
<tr>
<th></th>
<th>Office Seal</th>
<th>Signature of the tenderer / Authorised signatory</th>
</tr>
</thead>
</table>
### Annex-XVI

**CHECK LIST FOR BIDDER**

Name of the Bidder: .................................................................................................................

<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 <strong>DECLARATION FORM as per the format Annex XIII</strong></td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Tender Fee Rs. 500/- DD No. .....................................................................</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>EMD for two autoclaves <strong>Rs.4000/-</strong> DD No. ........................................</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Technical bid with following Annexes: <strong>COVER A</strong></td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1) Annex-I Format for Optional Items (without price)</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) Annex-II -List of Consumables required for 3 Years without price</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3) Annex-III: Warranty Certificate</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4) Annex-IV: Service &amp; Application Support</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5) Annex-V: Maintenance Contract</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6) Annex-VI User’s List</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7) Annex-VII Technical Compliance of Specifications</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8) Annex-VIII Performance Sheet</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9) <strong>Annex-IX Format For List of Items</strong> (without price component)</td>
<td>Yes' /No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10) Annex-X Manufacturers offer Form</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11) Annex-XI Manufacturer’s Authorization Form</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12) Annex-XII Power of Attorney</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>13) Annex XIV Offer Form</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>14) Annex XV General Information about the tenderer</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>BOQ properly filled and uploaded- <strong>COVER B</strong></td>
<td>Yes/No</td>
<td></td>
</tr>
</tbody>
</table>

**Signature of Bidder**

Name & Designation

Date:

Seal:

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