



Procurement of HPLC Systems for Quality Evaluation Laboratories of Spices Board on buyback

Tender Ref. No. SB/QEL/MUMBAI/HPLC/2020

Date: 06.10.2020

MSTCL Tender No. SPICEB/20-21/ET/3

I. Tender Notice



TENDER NOTICE

Tender No. SB/QEL/MUMBAI/HPLC/2020

Date: 06.10.2020

Spices Board, Ministry of Commerce and Industry, Govt. of India is inviting bids through e-tendering system under the *single stage: two bid* system (separate technical and commercial bids) from eligible bidders for the supply, installation and commissioning of HPLC Systems for Board's Quality Evaluation Laboratory situated at Mumbai.

The tender document with details of technical requirements and terms & conditions for this tender are available for download in the Spices Board's Website (www.indianspices.com), Government e-procurement portal (<https://etenders.gov.in/eprocure/app>) and MSTCL e-procurement portal (<https://www.mstcecommerce.com/>). **The tenders have to be submitted online via MSTCL e-procurement portal.**

Last date for submission of the bids online via MSTCL website is 5:00PM on 06.11.2020. All bids must be submitted online along with all necessary documents uploaded as PDF file, as detailed in the specifications and terms & conditions outlined in the tender document. The bids are required to be submitted online in two separate parts, i.e. technical bid and financial bid. The Technical bid will be opened at 10:00AM on 09.11.2020 at the Spices Board Head Office. The financial bids of bidders whose technical bids get qualified would be opened at a later date.

Sd/-
SECRETARY
SPICES BOARD, KOCHI

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III. Introduction

The Spices Board is an autonomous body under the Ministry of Commerce and Industry (Govt. of India) with a mandate to promote the export of spices and spice products from India. Quality Evaluation Laboratory of the Board at Kochi was established in 1990, to evaluate the quality of the spices produced in different producing centres across the country, to assess the quality and safety of spices and spice products exported from India, and to render analytical service to the stakeholders in spice sector, viz. exporters, traders, farmers, research organizations etc.

IV. Job Description

Spices Board is inviting bids through e-procurement system at MSTCL e-commerce website (<https://www.mstcecommerce.com>), in a two-bid system in separate covers (i.e. Technical bid and Financial bid, online submission) from eligible bidders for the supply, installation and commissioning of HPLC Systems (02 numbers) to Quality Evaluation Laboratory (hereafter QELs) situated at Mumbai. Please refer to Appendix 1 for more details on online MSTCL online e-procurement system. The tender document can also be downloaded from the Board's website at www.indianspices.com.

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

Quality Evaluation Laboratory

Spices Board

(Ministry of Commerce and Industry, Govt. of India)

Sugandha Bhavan, N. H Bypass,

Palarivattom PO, Kochi - 682025, Kerala

Ph: 04842333610 - 616, Ext. 270, Email: qel.sb-ker@gov.in

Detailed tender document may be downloaded from procurement portal <https://www.mstcecommerce.com>, or from Spices Board Website, www.indianspices.com.

Deadline for submission of bids: The bids shall be submitted online at <https://www.mstcecommerce.com> after logging in as a 'bidder', and following the instructions appearing on the screen. Also refer to **Appendix 1** of this tender document for more details for submitting the bids online. The bidder should go through the tender document carefully and prepare the technical bid supporting document as specified in the tender document in PDF form, and uploaded along with the technical bid. Incomplete / inappropriate supporting documents can cause the bid to be rejected. The bidder is requested to go through all the terms and conditions of the tender before submitting their offer.

Deadline for submission of bid: **5:00PM on 06.11.2020**. The tender fee has to be paid by the bidder at MSTC website (pl refer Appendix 1). The EMD has to be received in original as

detailed in the EMD section below, and a scanned copy of the EMD has to be included in the supporting document PDF.

V. Scope of the tender

Tenders are invited for the supply, installation and commissioning of two HPLC systems, the technical specifications of which are mentioned in Annexe 1 of this document, at the Board's Quality Evaluation Laboratory situated at Mumbai. The contact details of the laboratory is given below.

Scientist C ,
Quality Evaluation Laboratory,
Spices Board, EL-184, TTC, MIDC, Mahape
Navi Mumbai, **Maharashtra** – 400710
Ph: 027630035/37/38
Email: dinesh.bisht899@nic.in

VI. Eligibility Criteria

1. The bidder shall be an agency having minimum financial turnover of Rs. 5 crore and above in the relevant business in a financial year, during the last three years commencing from 2016-17. The bidder shall submit **audited balance sheet** for the last 3 years.
2. The bidder should have **minimum experience of 5 years** in the relevant field (supply and service support of HPLC). Proof for the same shall be submitted with the technical bid (Eg. Copies of purchase orders during the relevant period, 2014-2019).
3. The bidder should have supplied and installed at **least 3 numbers** of same / similar equipment in India within the last three calendar years. Details are to be provided in Annexure 5.
4. The bidder shall submit copy of **GST registration and PAN Card** with the technical bid.
5. The bidder should not have been blacklisted by any government organizations in India. A declaration in this regard should be submitted along with the technical bid (Annexure 6).
6. The bidder should have adequate number of technically qualified personnel essential for the successful installation and service support for the quoted instrument, a list of technically qualified personnel available and responsible for providing service support at the installation location (Mumbai) should be submitted along with the technical bid (Annexure 7).
7. The bidder should submit an undertaking for the comprehensive warranty and specific technical requirements of all instruments and installation location as per Annexure 11.

Only the tenders which provide the above detailed information will be considered eligible and responsive.

VII. Tender Schedule

Tender enquiry no.	SB/QEL/MUMBAI/HPLC/2020
Instrument detail	HPLC Systems complete package
Transaction fee (payable to)	Rs. 4,800/- (i.e Rs 2,400/-per equipment)

MSTCL)	
EMD Amount	Rs. 1,60,000/-
Tender validity	180 days
Publish date	06/10/2020
Clarification start date	06/10/2020
Clarification end date	24/10/2020
Bid submission start date	10/10/2020
Bid submission end date	06/11/2020
Technical bid opening date	09/11/2020

VIII. Details of the Equipment

	Equipment	Quantity	Technical Specifications
1	HPLC system, complete package	02	As per Annexure 1

	Location for installation of new systems (Please see Section V above for details)	HPLC offered under Buyback	
		Location	Model
	QEL Mumbai	QEL Mumbai	HPLC x 02 Nos.

Please see **Annexure 1**, Section III for instruments offered under buyback in this tender.

IX. EMD Requirements

Bidders should submit an EMD equal to **Rs. 1,60,000** (Rs. 80,000/- per instrument, total 02 instruments) along with the tender by way of Demand Draft drawn in favour of “Secretary, Spices Board” payable at Kochi, from any nationalized bank. The EMD shall be valid for three months. Bank Guarantee will not be accepted towards EMD.

1. The technical bid without EMD will be rejected unless specifically exempted by the Government from payment of EMD for which reasons and proof have to be enclosed.
2. EMD of the unsuccessful bidders will be refunded (without any interest) within 45 days from the date of opening of tender.
3. EMD amount of the successful bidder will be refunded (without any interest) within 30 days after acceptance of purchase order and submission of the performance guarantee, if applicable, as mentioned in the relevant section.
4. EMD will be forfeited if the vendor withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender.
5. EMD shall be submitted in sealed envelope, superscribing the words “**Tender for HPLC Systems for QEL, Mumbai, Spices Board - 2020**” through Speed Post/Registered Post/by Hand to reach the following address on or before closing time of the tender.

Scientist in-charge,
Quality Evaluation Laboratory,

Spices Board, Ministry of Commerce and Industry (Govt of India)
Sugandha Bhavan, N.H. Bye-pass,
Palarivattom PO, Kochi – 682025
Kerala

X. General conditions of the Tender

- 1.** The Tenderer has to go through the instructions in the tender notice (general instructions and the instructions stipulated in the technical specifications of the instrument in Annexure 1) and prepare the tender for submission.
- 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.
- 3.** The support documents needed for the tender are to be uploaded as PDF files only. Multiple documents can be uploaded, with Maximum size of single document for upload is 3 MB. Please refer to Appendix 1 for more instructions in uploading the tender documents. The uploaded documents should include all the documents required as per eligibility criteria, and also the documents required as per the annexures of the tender document. Any of the missing documents under these requirements will render the tender unresponsive.
- 4.** Each tender document, unless unamendable printed matter such as brochures of the instrument, should be clearly marked with headings and should have a short note explaining against which tender requirement the document is being submitted. All documents uploaded should be in English language. 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.
- 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 initialled by the person (s) signing the offer.
- 6.** Tenderer shall submit a declaration letter as per the format given as Annexure 6 and copy of amendments of the tender 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 .
- 7.** If the bidder is a representative of the original equipment manufacturer (OEM), then the authorization from the OEM should be included in the technical bid.
- 8.** 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.
- 9.** An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 10.** 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 Spices Board (www.indianspices.com) and at the MSTCL e-commerce website where the e-

tender is hosted. However it shall be the duty of the prospective tenderer to ensure that the clarifications sought with regard to the tender has been properly received in time at Spices Board.

11. Any clarification on the tender procedure shall be obtained from Spices Board Quality Evaluation Laboratory, Kochi and the contact numbers 0484 2333610 (ext 329/340/338).

12. The prices quoted in the tender should be **valid for purchase of the two HPLC instruments including the full package of accessories, by Spices Board in a staggered manner, over a period of one year from the date of issue of the purchase order to the successful bidder.**

XI. Specific Conditions of the Tender – Technical

1. The calibration of the HPLC instrument should be performed by the supplier at intervals of 6 months, throughout the warranty period. This is an essential clause of the warranty.

2. Valid solutions (Caffeine/Anthracene or any other standard solution, as required to cover entire calibrations) should be carried to the site and used by the engineer who performs the calibrations, and the validity certificate and certificate of analysis of the solution used should be attached along with each calibration report.

3. The complete HPLC system package, inclusive of the supporting instruments listed in the tender document, should be covered in the 5-year comprehensive warranty. During the comprehensive warranty period, any spare or accessory that is found faulty should be replaced free of charge.

4. During the period of comprehensive warranty, each breakdown has to be attended promptly by the service department and telephonic support should be provided without delay. In case it is felt by the laboratory that an on-site visit is required, then such a visit should be arranged within 24 hours of intimation by the laboratory.

5. Any consumables that are not covered under the 5-year comprehensive warranty should be listed in Annexure 4 and submitted along with the tender. All items that are not listed in Annexure 4 will be replaced free of charge when required.

6. The performance qualification of the instrument should include method development, standardization, validation and training of laboratory personnel, for trace level analysis of mycotoxins and illegal dyes in spices.

7. Annexure 11 agreeing to the above conditions should be signed by the bidder.

XII. Warranty for the HPLC systems, and Performance Security

1. The instruments will have comprehensive warranty **for a period of 5 years** from the date of installation. An undertaking for the comprehensive warranty should be submitted by the bidders, as per the format given in Annexure 11.

2. The comprehensive warranty should cover the complete system, including **all spares** and all consumables which are not listed out in Annexure 4.

3. The comprehensive warranty supporting systems quoted along with the system, including all spares and all consumables which are not listed out in Annexure 4.

4. The successful bidder has to submit **individual performance securities** for each instrument supplied, valid till 60 days beyond the date of completion of all contractual

obligations of the supplier, including **the warranty obligation** of the systems as above, for an amount equal to **20% of the total value** of the instrument as specified in the bid document. Performance security may be furnished only in the form of a **Bank Guarantee** from a Commercial bank in favour of Secretary, Spices Board.

5. The performance security will cover all the terms and conditions, as mentioned in this tender / purchase order issued to the successful bidder, and will be forfeited if any of these conditions are violated during the validity period of the performance security as mentioned above.

XIII. Tendering Format

The tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows:

1. Technical bid

a. Online bids should be submitted containing scanned copy of following documents in Cover-1 for documentary proof, for fulfilling qualifying criteria/ requirements failing which the offer shall be liable to be rejected.

b. Earnest Money Deposit (refundable).

c. Transaction fee of **Rs. 4,800/- (i.e Rs 2,400/-per equipment** , non refundable, refer tender schedule above)

d. 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.

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

f. Self-attested copy of Trading and Profit & Loss Accounts/Balance sheet/ Certificates audited by CA in fulfilment of Eligibility Criteria.

g. In case the tenderer is an authorized supplier of the instrument quoted and not the original equipment manufacturer (OEM), then a duly signed letter of authorization from the OEM shall be submitted.

h. Self-attested Copies of previous purchase orders and completion certificates in fulfilment of eligibility criteria given in tender document Section VI, point 2.

i. Self-attested Copy of authorization certificate i.e. authorized Dealer/ Distributor/ Channel partner or documents in support of manufacturer.

j. Compliance statement marked as per Annexure 1 of the tender document

k. Technical Data Sheets to be submitted as per the tender / Annexure 1 and 2

l. **All Annexures , duly filled, stamped and signed .**

m. If the Cover-1 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– 2, i.e. financial bid of the technically disqualified offers shall not be opened. The bidders are cautioned that divulging any financial information in Cover-1 (Technical bid) will result in rejection of their tender.

2. Financial bid

a. The financial bid shall be submitted in the enclosed format in Annexure 9, **only online through MSTCL e-commerce website**. No financial information should be submitted

at any time in print during the tender process. Any such instance occurring will make the bid unresponsive.

b. The quoted price shall be inclusive of all charges, inclusive of customs clearance (if any). Only documents needed for customs clearance will be provided by Spices Board. It would be the successful bidder's responsibility to arrange customs clearance (if any) without undue delay and delivery of the item(s) to the respective locations of Spices Board. All incidental payments required during supply of the instruments shall be paid by the bidder and will be reimbursed by the Board at-actuals, subject to providing actual invoices by the bidder.

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

d. Any column in the online submission of financial bid which is left blank will be considered as zero and as included in the rate quoted for the instrument.

e. The rates shall be quoted strictly in the given format and should be inclusive of all taxes, duties, Entry Tax, Statutory Charges, Insurance, Permit Charges, P&F charges, Freight etc. (including purchaser liability, if any) as CIF charges to respective locations to avoid any post consequences/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 all at-actual payments with their invoice.

f. The tenderers who do not submit the technical bid (cover 1) within the stipulated date and time will be treated non-responsive.

g. If the bids are not submitted as per the requirement of the above clauses, the Spices Board shall assume no responsibility for the offer's misplacement and consequential rejection.

XIV. Amendment of tender documents

1. At any time prior to the dead line for submission of Tender, Spices Board may, for any reason, modify the tender document by corrigendum /addendum.

2. The corrigendum /addendum shall be published in e-procurement website (<http://mstcecommerce.com>) and Spices Board website (www.indianspices.com)

3. The tenderer shall **submit copy of corrigendum /addendum 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.

XV. Submissions and opening of Tender

1. The bid should be **submitted online at website <http://mstcecommerce.com> only**, by the due date of 06.11.2020 and time till 5:30PM. The server date & time as appearing on the e-tender website shall only be considered for the cut-off date and time for submission of bids. Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered.

2. The technical bids will be opened on 09.11.2020 at 10AM. In case of date of opening is declared, as holiday tender will be opened on next working day at same time.

3. Only those bidders shall be considered qualified 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 Spices Board shall be final and binding in this regard.

4. The bidder shall bear all cost associated with the preparation and submission of its bid and Spices Board will in no case be responsible or liable for any cost, regardless of the conduct or outcome of the tendering process.
5. The prospective bidder requiring any clarification of the tender document may obtain the same over phone/email from Spices Board at 0484-2333610 (Ext. 329 & 340) / rameshbabu.n@nic.in/dinesh.bisht899@nic.in till 07 (Seven) days before the deadline for submission of the tenders. If any further 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 Head Office at Spices Board, Sugandha Bhavan, Palarivattom, Kochi- 682025, Kerala. However, this shall not become the reason for claiming extension of the deadline for the submission of the tenders.
6. Spices Board 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.

XVI. Evaluation of Tender

1. The commercial terms and technical aspects of the documents submitted as part of the technical bids shall be scrutinized by a bid evaluation committee constituted by Spices Board.
2. The bid evaluation committee will 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.
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.
4. The decisions of the bid evaluation committee will be further scrutinized by the Purchase Committee constituted by Spices Board.
5. A tenderer, at any stage of tender process or thereafter, in the event of being found after verification by the Spices Board to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.
6. Spices Board'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.
7. 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.
8. Spices Board may waive any minor 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.
9. If deemed necessary, as in the case of sophisticated equipment, the Board may decide for an onsite verification of technical claims of a bidder at the bidder's own applications lab, before completing the technical evaluation.

XVII. Evaluation of Technical bid- scoring pattern

Sl. No.	Scoring criteria	Max Score
1	No of installation of the Quoted Model(s) in India (Food testing) other than Spices Board (1 point/installation)	10
2	Application support in spices and spice products-availability of technical literature, Peer reviewed papers/ application notes, for the quoted equipment, for analysis of illegal dyes and mycotoxins, in any spices/spice products, can be submitted. One point per paper/ application note.	5
3	24x7 Online/ Tele Service Support. (for Yes- 5 point, No- 0 point)	5
4	Number of service engineers capable of providing service for quoted model- see Annexure 7- State wise (Maharashtra)	10
5	Number of Application specialists for quoted model- see Annexure 7- State wise (Maharashtra)	10
6	Technical compliance as per Annexure 1. A score of 30 marks is mandatory and will be assigned when the bid qualifies for all the essential technical requirements. For complying with the requirements, marked desirable, a score of 10 will be assigned.	40
7	Evaluation of performance evaluation data as per Annexure 8. Any deviation from the requirement criteria will be forfeit this score	20
	Total	100

XVIII. Evaluation of Financial Bids

1. Only the financial bids of the technically qualified tenderer(s) will be opened after completion of evaluation of technical bids.
2. The opening of the financial bid shall be done online by Spices Board by a committee constituted for this purpose.
3. Tenderer shall refer to the financial bid format included in this tender document as Annexure 9, and quote the financials in the respective fields and to be submitted online. The financial bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
4. Financial bid offered shall be all inclusive, and **with option for quoting in INR or foreign currency**. Financial comparisons will be based on the exchange rates of the above currencies to Indian Rupee, as on the morning of the financial bid opening date.

5. Financial bid should be quoted inclusive of the supply, installation, training and successful commissioning of the accessories and fulfilment of warranty/guarantee and after sales service to the satisfaction of the Board,
6. Financials quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account.
7. Financial variation due to statutory changes including CGST, SGST, IGST & customs duty will be accepted during the running contract period before releasing the Purchase Order on receipt of proper documents.
8. There shall also be no hidden costs.
9. Tenderer shall quote financials in all necessary fields in the available formats (Annexure 9).
10. The tenderers shall offer financials of the accessories inclusive of all the accessories mentioned in the respective technical specifications and under no circumstances offer the essential accessories, without which the accessories cannot function properly, as optional or left un-quoted.

XIX. Purchase order and terms of payment

1. The purchase order will be issued to the successful bidder after the tender evaluation process, which will include the terms and conditions of the tender. The bidder should then submit the acceptance of the purchase order to Spices Board, along with signed copy of the terms and conditions of the purchase order.
2. Subsequently, the bidder will submit the performance security for each instrument, as detailed in Section XII, point 4 above. Payment will be released from Spices Board only after the receipt and confirmation of the performance security.
3. The payment shall be made in the currency/currencies specified in the contract. The supplier shall send the payment claim (with relevant documents, as required) to the appropriate paying authority as will be specified in the purchase order issued. Before claiming any payment, the supplier shall ensure that all the contractual obligations for claiming that payment have been duly fulfilled.
4. The payment shall be made in the following manner and on production of the following documents:
 - a. **Payment for goods supplied from abroad and quoted in foreign currency:** On shipment: 80% of the total price of the cost of the imported equipment shall be paid through irrevocable letter of credit established in favour of the foreign supplier in a scheduled commercial bank in India upon submission of the following documents:
 - i) Supplier's signed commercial invoice showing contract number description of the supplied goods, corresponding quantity, unit price and the total value and name(s) of the consignee(s) for the supplied goods.
 - ii) Original clean on-board bill of lading marked with freight pre-paid, consigned to the interim/port of consignee country, evidencing description of the goods, quantities, relevant details about the contract etc.
 - iii) Packing list, identifying contents of each package
 - iv) Insurance policy or certificate in duplicate endorsed in blank with claims payable in India in the currency of the Letter of Credit.
 - v) Manufacturer's/supplier's warranty certificate and supplier's factory inspection report.
 - vi) Certificate of origin

vii) Supplier's certificate confirming that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with for claiming this payment.

viii) Any other document(s) and/or modification of above documents specified as per the requirements mentioned in the terms and conditions of the tender / purchase order issued to the supplier.

b. On final acceptance: Remaining 20% of the contract price of goods quoted in foreign currency shall be paid within 30 (Thirty) days after satisfactory completion of all contractual obligations for delivery, installation, demonstration, performance qualification of all parameters as per technical requirements of the tender, and training to the staff of Spices Board Lab(s), including the complete HPLC system and all accessories supplied along with the system, including those quoted in Indian Rupees.

c. Payment of agency commission (if any): Payment shall be made in Indian rupees within 30 (thirty) days, on completion of all the requirements specified under [**b. On Final Acceptance**] above.

d. Payment for goods supplied from India and quoted in Indian Rupees: Payment shall be made in Indian rupees within 30 (thirty) days, on completion of all the requirements specified under [**b. On Final Acceptance**] above.

5. Operation of the letter of Credit: The payments effected through letter of credit, shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the international Chamber of Commerce. If requested specifically by the supplier, the letter of credit will be confirmed, but the cost for the same shall be charged to the supplier's account.

6. Successful bidder shall also execute an agreement for the due fulfilment of the contract within the period specified in the letter of acceptance. The bidder shall have to pay all stamp duty/lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail forfeiting of Earnest money deposited by the supplier and with the Board

7. Delay in the supplier's performance:

a. The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the purchaser in the purchase order issued to, and accepted by, the supplier. Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions (i) imposition of liquidated damages, (ii) Forfeiture of its performance security and (ii) Termination of the contract for default.

b. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

c. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions: (a) The purchaser shall recover from the supplier, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract. (b) That no increase in price on account of any ground,

whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract. (c) But nevertheless, Spices Board shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

8. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to Spices Board for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against Spices Board.

9. **Liquidated damages:** If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the percentage prescribed in the SCC of the delivered price of the delayed goods and/or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the percentage prescribed in the SCC of the delayed goods' or services' contract price(s).

XX Format of Agreement

(In Rs.200/- Non-Judicial Stamp Paper)

THIS AGREEMENT is executed on this the day of (Month),(Year) between the SPICES BOARD, an autonomous body under the Ministry of Commerce and Industry, Government of India, having its Head Office at Palarivattom, Kochi – 682 025, Ernakulam District, Kerala State (hereinafter referred to as “The Board”), represented by its DIRECTOR (ADMIN) on the one part and (Name of the Address of the Company) represented by its, Shri (hereinafter referred to as “the Contractor” on the other part).

WHEREAS in response to the MSTCL tender notification No. dated the Contractor has submitted to the Board Quotation_No. Dated for the Procurement of HPLC Systems for Quality Evaluation Laboratories of the Board specified therein, subject to the terms and conditions contained in the said tender;

WHEREAS the Contractor has also deposited with the Board a sum of Rs..... as earnest money for the execution of an agreement undertaking the due fulfilment of the contract in case his quotation is accepted by the Board.

WHEREAS the Board has accepted the Quotation/Offer No..... dated submitted by the Contractor for the Procurement of HPLC Systems and accordingly awarded Purchase Orders No. dated, to the contractor at a total cost of Rs.....

WHEREAS on acceptance of the quotation/offer and on awarding the Purchase Orders, the Contractor has agreed to execute an agreement with the Board incorporating all the terms and conditions under which the Board accepted his quotation/offer.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. The CONTRACTOR shall make the supplies specified in the Contract Documents upon the terms and conditions and within the time specified in the Contract Documents.
2. The tender documents and the Purchase Orders issued to the Contractor shall be part of this AGREEMENT and all the terms and conditions therein shall be binding on the CONTRACTOR.
3. In case the Contractor fails to execute the contract as per the terms and conditions governing the contract, the Board shall have power and authority to recover from the Contractor any loss or damage caused to the Board by such breach as may be determined by the Board by appropriating the earnest money deposited by the Contractor and if the earnest money is found to be inadequate the deficit amount may be recovered from the contractor and his properties movable and immovable in the manner hereinafter contained.
4. All sums found due to the Board under by virtue of this agreement shall be recoverable from the Contractor and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are

arrears of land revenue and in such other manner the Board may deem fit.

5. In witness whereof Shri. (name and designation) for and on behalf of the DIRECTOR (ADMIN), Spices Board, Kochi - 25 and Shri. on behalf of the Contractor have hereunto set their hands on the day and year shown after their respective signatures herein below.

SIGNED & DELIVERED
FOR AND ON BEHALF OF
SPICES BOARD

SIGNED & DELIVERED
FOR AND ON BEHALF OF
THE CONTRACTOR

.....
(Name & Designation)

.....
(Name & Designation)

(THIS THEDAY OF MonthYear)

IN THE PRESENCE OF:

1. (Name & Signature)

2. (Name & Signature)

IN THE PRESENCE OF:

1. (Name & Signature)

2. (Name & Signature)

XXI Applicable Law and Legal Jurisdiction

The CONTRACT shall be governed and construed by Laws of India. Any legal proceedings relating to the CONTRACT shall be limited to courts of law under the jurisdiction of High Court of Kerala at Ernakulam.

Annexure 1

HPLC Systems

Number of systems Required	:	02 Nos.
Locations for installation	:	See tender document Section V, <i>Scope of the tender</i> .
Special conditions for tender	:	Buyback of two HPLC systems available in the Board's QELs at Mumbai. See Section III below .

I. Technical Requirements

1. The bidder has to submit online tender for **two** HPLC systems, as per the technical specifications given in **Table 1** below. Location for installation of these equipments is given in Tender document Section V.
2. Technical compliances to each point in the specifications below have to be indicated by a tick (✓) mark.
3. The bidder has to sign each page of this document, and the signed copy of this document has to be scanned as PDF for submission online.
4. Wherever documentary evidence is required against a technical specification, the same has to be prepared with section headers and summary of the data submitted.

II. Preparing the Technical Bid:

The final Technical Bid should be prepared as **PDF files** covering following sections. Also refer to Section XIII (I) in the tender document and Appendix 1 for details on how to upload the documents required.

1. Scanned copy of [this document](#) with compliance indicated by tick (✓) mark against each of the technical specification in **Table 1 below**, signature of the bidder on each page, and the undertaking in [Section IV](#) signed by the bidder with company seal.
2. The data pertaining to each specification in Table 1 below that require [documentary evidence to be submitted](#), separated by section, clearly indicating the specification for which data is submitted.
3. The scanned copy of the manufacturer's [specification catalogue](#) of the system being quoted. If this is available online on the manufacturer's website, then a link to the website will suffice provided it is accessible for reference to the public without any login.

It may be noted that incomplete submission of any of the above in the technical bid will make the submitted tender liable for rejection.

Table 1: Technical Specifications

S.No	Required Specification	Complying (✓)	Documentary Evidence Required?
	Pump		
1	Number of solvents: Up to four		
2	Composition accuracy: +/- 0.5%, composition precision at least 0.15% RSD		
3	Suitable for nano, micro and semi-micro separations		
4	Flow rate setting range 0.001 to 10 mL/min		
5	Resolution : 3 nanoliter per step		
6	Flow rate accuracy: 1% minimum		
7	Flowrate precision Maximum 0.075% RSD		
8	Gradient curve selections		
9	Maximum operation pressure at least 6000 PSI		
10	Pulsation 0.1 MPa		
11	Safety functions like leak sensor, High pressure and low pressure limits		
	Autosampler		
1	Automated operation and controllable through Software		
2	Total volume of sample injection, variable injection volumes		
3	Injection volume setting range 0.1ul to 100ul		
4	Vials capacity at least 1.5 ml		
5	Number of vials-100		
6	Injection volume accuracy - 1% error maximum		Yes
7	Injection volume precision - 0.3% RSD maximum, for 10ul injection		Yes
8	Cross-contamination limit - 0.005% maximum		Yes
9	Number of repeat injections - 30 / sample		
10	Operating pH range 1 - 14		
11	Rinsing needle - settable through software, before and after injection		
12	Operating temperature range 4- 35 °C		
	Degasser		

S.No	Required Specification	Complying (✓)	Documentary Evidence Required?
1	Online membrane type degasser		
2	Minimum 4 lines -4 mobile phases, inbuilt facility for auto sampler rinsing		
	degassed flow-line capacity 380ul		
	Column Oven		
1	Temperature control from 4 – 85 °C		
2	Temperature control precision 0.1 °C max		
3	Controllable through instrument software		
4	Storage capacity - minimum 3 columns		
5	Safety functions like leak sensor, high temperature cut-off		
	UV-VIS Detector		
1	Light source - D2 lamp		
2	Wavelength range 190 nm - 700nm		
3	Slit width 8 nm		
6	Wavelength precision : $\leq \pm 0.1$ nm		
7	Wavelength accuracy: ± 1 nm		
8	Should support for dual wavelength detection.		
	Fluorescence Detector		
1	Light source: Xenon lamp		
2	Wavelength range - 200nm to 650nm		
3	Dual wavelength simultaneous monitoring		
4	Spectral bandwidth 20nm		
5	Wavelength accuracy ± 0.2 nm		
	Software		
1	The software should be capable of controlling all parts of the HPLC system.		
2	Multi-system capable. Licenses required for adding additional systems/modules should be installed.		
3	Capable of acquiring data from a minimum of 4 channels from the LC System.		
4	Easy data processing, system suitability tests		
5	Full-fledged reporting facility with customized report designers should be available.		
6	The software should have facilities for calculating system suitability parameters		

S.No	Required Specification	Complying (✓)	Documentary Evidence Required?
	like S/N ratio etc without any additional licences.		
	Computer and Printer		
1	Latest model computer with DVD writer and laser printer compatible with software to be quoted.		
	Accessories		
1	All required standards of calibration for the HPLC detectors, and any other material required to make the instrument functional and for operational qualification should be provided		
2	Pack of 100 vials, complete with septa and cap, should be included		
3	One each of spare Xenon and D2 lamps should be provided		
4	Spare Solvent filters (0.25 micron), 10 Nos, and Spare Autosampler Syringe, 1 No, of the same type supplied with the system.		

III. Buyback of the Existing HPLC Systems

- The two HPLC systems as per this tender have to be offered against buyback of two **HPLC Systems in as-is condition**. Locations for the buy-back instruments are as follows:
Shimadzu Prominence HPLC system with Autosampler 02 Nos. available at Spices Board's laboratory at **Mumbai**, at the following address: Quality Evaluation Laboratory, Spices Board, EL-184, Electronic Zone, TTC Industrial Area, MIDC Navi Mumbai-400710
- The bidder can inspect the instruments for buyback at the Board's laboratory at Mumbai up to 3 days before the last date of the submission of this tender.
- Any discount offered against the buyback should be indicated while entering the financial bid in the online tender
- The successful bidder should clear the above instruments from the Board's laboratory before the shipment of the new instrument commences.
- It will be under the discretion of the Board to trade or not trade the item under buyback while purchasing the new equipment.

IV. Undertaking by the Bidder

It is hereby declared that, the details given above are correct as pertaining to the quoted model, and all data and reports required for substantiation technical claims have been submitted. It is also declared that all the terms and conditions mentioned above is agreed to and will be strictly adhered to.

SIGNATURE OF TENDERER

SEAL OF THE COMPANY

DATE

Annexure 2

Format for submitting detailed technical compliance statement with specifications

Name of Equipment:

Make:

Model:

	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					
....					

Terms and Conditions

1. The bidder is advised to state compliance for every field in the table of technical specifications as indicated in Annex 1.
2. If the bidder fails to enclose this compliance document, the bid is likely to be rejected.

Signature of the bidder

Name and Designation

Date:

Seal:

Annexure 3

Format for columns to be supplied with each HPLC instrument

Sl. No.	Parameter	Part Number	Column Specification	Periodicity of replacement (number of injections)	Quantity required	Unit price INR	Total price INR	Remarks
1	Aflatoxin, Sudan Dyes I-IV		C-18 5cm x 4.6mm x 5um C-18 10cm x 4.6mm x 5um C-18 25cm x 4.6mm x 5um C-18 Guard Columns		2 2 1 15			
Total					20			

Columns with particle size 5 microns or less, compatible with HPLC system being quoted and suitable for **accurate and high throughput analysis** of the parameters given in the table below, in the cited numbers should be supplied along with each HPLC instrument **free of cost**.

1. The chemistry of the columns should be in accordance with the analysis of the parameters given in the table below using the quoted HPLC system, and **chromatograms of each parameter** at the quantification limit, using the quoted columns **should be included along with the quote**, without which **this condition of the tender will not be considered to be met**.
2. If any quoted column supplied with the system is not meeting the analytical requirements, such columns shall be replaced with suitable one free of cost.
3. The unit rates quoted in the table below **should hold valid for the entire warranty period**. The price mentioned in the table will be used for ordering columns on need basis, after the supply of the system(s).

The rate of these columns, valid for the entire warranty period, should be mentioned separately.

Signature of Bidder

Name & Designation

Date:

Seal:

Annexure 4

FORMAT for prices of consumables of the HPLC system and Accessories

not covered in comprehensive warranty, for a period of 5 years

All spares for HPLC systems, and supporting accessories, should be necessarily covered under comprehensive warranty, and should be replaced on priority on the event of a breakdown. The consumables which are **not covered under comprehensive warranty** and which are required to be replaced periodically should be listed and submitted in the format below.

Sl No.	Instrument	Part No.	Name of consumable	Periodicity of replacement (based on number of injections, no. of scans, pumped solvent volume, hours, etc, whichever is applicable)	Quantity required (5 year period of warranty)	Unit price (INR)	Total Price (INR)	Remarks
HPLC system								
1								
2								
Supporting instruments (if any)								
1								
2								
3								

Terms and conditions:

Required spares shall be readily available to minimize the breakdown period of the instrument. The list prices of the consumables in the table above shall not be subject to change during the warranty period.

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

Signature of the bidder /Name & Designation

Date / Seal

Annexure 5

Format for submitting User's List

	Model	No. of instruments	Complete address of installed site	Name, Designation, contact number, email id	Analysis scope (matrix)	Year of installation	Current status (operational / non-operational)
Quoted model							
1							
2							
3							
...							
Similar / comparable models							
1							
2							
3							
...							

Terms and Conditions:

The minimum number of Indian end users for the quoted model is three (3).

Testimonial/ feedback from end users (preferably for quoted model)-minimum three users shall be attached.

Signature of Bidder

Name and Designation

Date

Seal

Annexure 6

**Format for Declaration by the Bidder
(to be given on company letter head)**

Date:

To,

Secretary,
Spices Board,
Sugandha Bhavan, NH Bypass
Palarivattom PO,
Kochi – 682025, Kerala

Sub: Acceptance of Terms and Conditions of the Tender

Tender Reference and No. _____

Name of Tender / Work: _____

Dear Sir,

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).

- 1.** 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.
- 2.** The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
- 3.** I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 4.** I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 5.** 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/ organization 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)

Annexure 7

Format for Submitting Details for Service and Application Support

	Location	Name of Service Person	Field of expertise (Service or Application)	Experience in this firm with same or similar experience (Years)	Total work experience (Years)
1	Mumbai	1)			
		2)			
				

Signature of Bidder
Name and Designation

Date

Seal

Annexure 8

Format for Submission of data for Performance Criteria

The data required for performance evaluation should be submitted in separate sections, with separate section header pages, supported by required data with page numbers.

The format for section header pages are given below.

3	A demonstrable LOQ of 0.5µg/kg or better, for Aflatoxin B1 spiked in a blank chilli matrix with immunoaffinity column cleanup, Fluorescence detector. Provide chromatograms copies, S/N values and technique, and extraction method used.	LOQ Achieved	Validation parameters
	Complying: Yes / No Data Attached: Yes/No	LOQ = ___ µg/kg (method used in page no. ---, data and chromatograms in page no. ---)	Repeatability (6 replicates) = Recovery at 0.5 µg/kg spike level = (data and chromatograms in page no. ---- Also include details of any other parameter included in validation
4	A demonstrable LOQ of 100 µg/kg or better, for the dyes Sudan I – IV dyes spiked in blank turmeric matrix, UV detector. Provide chromatograms copies, S/N values and technique, and extraction method used.	LOQ Achieved	Validation parameters
		LOQ for <each dye> = ___ µg/kg (method used in page no. ---, data and chromatograms in page no. ---)	Repeatability (6 replicates) = Recovery at 100 µg/kg spike level for <each dye> = (data and chromatograms in page no. ----) Also include details of any other parameter included in validation

Terms and Conditions

Under each section, a brief summary of the data submitted should be given.

1. All details of methods and accessories used (including COA of reference standards used, HPLC columns etc) for each test in the performance evaluation should be provided in the appropriate sections.
2. The following undertaking should be given at the end of each section: "We certify that the data submitted is generated using the quoted model of the instrument, and that the same performance can be demonstrated at the laboratory after completion of installation and qualification."

Signature of the bidder

Name and Designation

Date

Seal

Annexure 9

I. Format for submitting financial bid online

The financial bid should be submitted online via MSTC e-commerce website (please refer to Appendix-1) in the format given below. **This format is not for submission as print document, and is only for guidance while submitting the financial bid online.**

Label	Financial Head	Entry to be made online	Component
a	Select Currency		SELECT CURRENCY (90)
b	Rate of per instrument	Enter Value	Neumeric text only (7)
c	Select Currency		SELECT CURRENCY (90)
d	Total cost of 2 instruments	Enter Value	Neumeric text only (7)
e	Select Currency		SELECT CURRENCY (90)
f	Total cost of all accessories for 2 instruments	Enter Value	Neumeric text only (7)
g	Select Currency		SELECT CURRENCY (90)
h	All freight, insurance, transportation charges etc. for 2 instruments	Enter Value	Neumeric text only (7)
i	Select Currency		SELECT CURRENCY (90)
j	Total buyback discount offered for 2 HPLC systems offered under buyback See Annexure 1 for details	Enter Value	Neumeric text only (7)
k	Total d+f+h-j	(will be calculated by the system)	

Annexure 10

Format for Optional Items

Sl No.	Item	Part number	Unit price in INR	Total Price	Remarks
1					
2					
....					

Terms and Conditions

- 1.** The prices for items which are quoted as optionals should be submitted in this format. The prices quoted for these items should be valid for 5 years. The rate quoted should include 5 years warranty.
- 2.** These rates would not be used in comparative financial statements, and ordering the items will be on undertaken on need basis after placing purchase order with the successful bidder.

Signature of the Bidder

Name and Designation

Date:

Seal:

Annexure 11

Undertaking by the Bidder for Comprehensive Warranty and special tender conditions

(To be submitted on company letterhead)

To

Date:

Secretary,

Spices Board,

Sugandha Bhavan, NH Bypass,

Palarivattom,

Kochi

Sub: Acceptance of comprehensive warranty terms and conditions of the tender

Tender Reference No. and Date:

Details of the Tender: Procurement of 02 Nos. of HPLC Systems for the Spices Board's Quality Evaluation Laboratory at Mumbai.

Dear Sir,

In compliance with the Spices Board Tender referred above, we hereby declare the following:

1. The instruments supplied by us to all the installation locations will have comprehensive warranty for a period of 5 years from the date of installation.
2. The comprehensive warranty will cover the complete system, including **all spares** and all consumables which are not listed out in Annexure 4 of the tender documents.
3. The comprehensive warranty will all the supporting systems quoted along with the system, including all spares and all consumables which are not listed out in Annexure 4 of the tender documents
4. On receipt of the purchase order for the above instruments, we will submit individual performance securities for each instrument supplied, valid till 60 days beyond the date of completion of all contractual obligations, including **the comprehensive warranty**, in accordance with the requirements under Section XII, point 4 of the tender document.
5. The warranty as above, will cover the instrument calibration (including mass calibration) of all the supplied instruments, in accordance with Section XI of the tender document.

In addition to the above, we also agree to abide by the following specific technical conditions if we are awarded the purchase:

....continued overleaf...

Specific Conditions of the Tender – Technical

- 1.** The calibration of the HPLC instrument will be performed by the supplier at intervals of 6 months, throughout the warranty period. This is an essential clause of the warranty.
- 2.** Valid solutions (Anthracene/caffeine or any other standard solution, as required) will be carried to the site and used by the engineer who performs the calibrations and the validity certificate and certificate of analysis of the solution used will be attached along with each calibration report.
- 3.** The complete HPLC system package, inclusive of the supporting instruments listed in the tender document, will be covered in the 5-year comprehensive warranty. During the comprehensive warranty period, any spare or accessory that is found faulty will be replaced free of charge.
- 4.** During the period of comprehensive warranty, each breakdown will be attended promptly by the service department and telephonic support will be provided without delay. In case it is felt by the laboratory that an on-site visit is required, then such a visit will be arranged within 24 hours of email intimation by the laboratory.
- 5.** Any consumables that are not covered under the 5-year comprehensive warranty are listed in Annexure 4 and submitted along with the tender. All items that are not listed in Annexure 4 will be replaced free of charge when required.
- 6.** The performance qualification of the instrument will include method development, standardization, validation and training of laboratory personnel, for trace level analysis of mycotoxins and illegal dyes in spices.

Yours faithfully,

(Signature of the bidder with official seal)

Annexure 12

CHECKLIST FOR THE BIDDER

No.	Particulars	Document attached?	Ref No. /Page No.
1.	Signed copy of all the pages of the tender notice published in Spices Board website / MSTC website	<input type="checkbox"/>	
2.	Tender fee paid online at MSTC website Details: Amount Rs. _____ Date _____	<input type="checkbox"/>	
3.	EMD Details: DD No. _____ Amount _____ Date _____	<input type="checkbox"/>	
4.	Annexures of Technical Bid:		
a.	Annexure 1: compliance with technical specifications	<input type="checkbox"/>	
b.	Annexure 2: Format for submitting detailed technical compliance statement with specifications	<input type="checkbox"/>	
c.	Annexure 3: Details of columns	<input type="checkbox"/>	
d.	Annexure 4: Details of consumables not covered under comprehensive warranty	<input type="checkbox"/>	
e.	Annexure 5: User's List	<input type="checkbox"/>	
f.	Annexure 6: Declaration by the bidder	<input type="checkbox"/>	
g.	Annexure 7: Service support declaration	<input type="checkbox"/>	
h.	Annexure 8: Format for submission of data for performance criteria	<input type="checkbox"/>	
i.	Annexure 9: Financial bid format	<input type="checkbox"/>	
j.	Annexure 10: Optional items quoted	<input type="checkbox"/>	
k.	Annexure 11: Undertaking by the Bidder for Comprehensive Warranty	<input type="checkbox"/>	

Financial bid is to be submitted online in MSTC e-commerce website.

<p style="text-align: center;">1</p>	<p>Process of E-tender</p> <p>A). Registration: The process involves vendor’s registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of techno-commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/Spices Board is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT http://www.mstcecommerce.com/eprochome/spiceb/buyer_login.jsp</p> <p>Contact person (MSTC):</p> <p>1. Arnab Sarkar – Mob- 9986036012 asarkar@mstcindia.co.in 2 Mr. Ravindranath Mob-7676456095 ravindranathkb@mstcindia.co.in</p> <p>B) System Requirement:</p> <p>Windows 98 /XP-SP3 & above/Windows 7 Operating System</p> <p>a.i.1.a.i.1.a.i. Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement→ PSU/Govt depts. →Spices Board→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>a.i.1.a.i.1.a.ii. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/Spices Board, (before the scheduled time of the e- tender).</p>
<p style="text-align: center;">2</p>	<p>(A) Part I techno-commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by Spices Board. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
<p style="text-align: center;">3</p>	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity</p>

4	<p><u>Special Note towards Transaction fee</u> The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details: Fax No. : 033- 22831002</p> <p>Email ids: rpradhan@mstcindia.co.in</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5	<p>Vendors are instructed to use <i>Upload Documents</i> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 4 MB.</p> <p>Once documents are uploaded in the library, vendors need to attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by Spices Board as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7	<p>a.i.1.a.i.1.a.i. Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of</p>

	<p>downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>a.i.1.a.i.1.a.ii. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website http://www.mstcecommerce.com/eprochome/spiceb of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9	<p>Bidding in e-tender & Reverse auction:</p> <p>a) Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by Spices Board. EMD should be sent in physical to Spices Board Kochi before the last date of submission of bid.</p> <p>b) The process involves Electronic Bidding for submission of techno-commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their techno-commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt Depts → Spices board Login → My menu → Auction Floor Manager → live event → Selection of the live event →</p> <p>d) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>e) After filling the Techno-Commercial Bid, bidder should click “save” for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the “Submit” button to register their bid</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p>

	<p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11	No deviation to the technical and commercial terms & conditions are allowed.
12	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13	Spices Board, Kochi has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website http://www.mstcecommerce.com/eprochome/spiceb of MSTC Ltd.
15	The bidders must upload and attach all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16	The bid will be evaluated based on the filled-in technical & commercial formats.
17	The documents uploaded and attached by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18	Vendors can refer to the pdf document in the below link for MSTC's e-Procurement Portal Guidelines