

Copy No.

**E-TENDER DOCUMENT FOR THE SUPPLY  
OF SCIENTIFIC INSTRUMENT**

**TENDER REF NO.  
MoES/CMLRE/10-40/01/2017**

**GOVERNMENT OF INDIA  
MINISTRY OF EARTH SCIENCES  
CENTRE FOR MARINE LIVING RESOURCES AND ECOLOGY  
COCHIN, INDIA**

*January 2018*

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MINISTRY OF EARTH SCIENCES  
CENTRE FOR MARINE LIVING RESOURCES AND ECOLOGY  
COCHIN-682037

MoES/CMLRE/10-40/01/2017

Date:19/01/2018

To,

Dear Sir / Madam,

You are invited to submit your most competitive **ONLINE** quotation through the Central Public Procurement (CPP) portal web site <https://eprocure.gov.in/eprocure/app> in Two cover system (Technical and Financial) on or before the prescribed date and time for the supply of following Scientific Instruments:

- (i) Bench Top Plankton Enumerator (Flow CAM) with particle size range of 3 $\mu$ M to 600 $\mu$ M. (1 no.)

Manual bids shall not be accepted except for the original documents/instruments, if any manual submission asked in this tender.

The details of tender items and specifications are available in the tender document which can be downloaded from <http://www.cmlre.gov.in> and Central Public Procurement (CPP) portal web site <https://eprocure.gov.in/eprocure/app> and the bid is to be submitted **ON-LINE** only on <https://eprocure.gov.in/eprocure/app> up to the last date and time of submission of tender.

#### 1. Brief Details of Tender

S.No.	Details	Description
(i)	Name of Instrument	Supply and installation of Bench Top Plankton Enumerator with particle size range of 3 $\mu$ M to 600 $\mu$ M.
(ii)	Tender reference No.	TENDER REF NO. MoES/CMLRE/10-40/01/2017
(iii)	Required Validity of Bid	365 days from the date of opening of Tenders.
(iv)	Tender document fees	N.A.
(v)	Language of Bid	English
(vi)	Bid Currency	Indian National Rupee (INR)

2. Complete tender can be viewed and submitted through <https://eprocure.gov.in/eprocure/app>. To use the Electronic Tender portal <https://eprocure.gov.in/eprocure/app>, bidders need to register on the CPP portal.

### 3. Important instructions to bidders for online bidding

3.1 The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) portal <https://eprocure.gov.in.in/eprocure/app>, using valid Digital Signature Certificates.

### 3.2 SUBMISSION OF BIDS

- i) Bidder should login to the CPP site well in advance for bid submission so that bidder can upload the bid in time on or before the bid submission date & time.
- ii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- iii) Bidders select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others, if any asked in the tender.
- iv) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- v) Bidders shall note that the very act of using SC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- vi) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- vii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**  
**Bidders shall download the Schedule of Quantities & Prices, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. The Technical bid also uploaded in CPP Portal in the appropriate place.**  
**If the template of Schedule of Quantities & Prices file is found to be modified/ corrupted in the eventuality by the bidder, the bid will be rejected.**

- viii) Bidders shall submit their bids through **online e-tendering system** to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- ix) After the bid submission (**i.e. after Clicking "Freeze Bid Submission"** in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening (if any) or for records.
- x) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- xi) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

### 3.3 **ASSISTANCE TO BIDDERS**

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender of the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk and the Toll Free numbers are given in the website.
- (iii) Clarifications, if any required to be sought on this tender may be obtained through writing letter, addressed to The Director, Centre for Marine Living Resources and Ecology, Kendriya Bhavan, Kakkanad, Cochin-682037 (OR) email to [varghese.yohannan@cmlre.gov.in](mailto:varghese.yohannan@cmlre.gov.in), [director@cmlre.gov.in](mailto:director@cmlre.gov.in) (OR) contact 0484-2423163.
- (iv) Bidders should submit/upload their bid in CPP Portal, digitally signed and placed in appropriate covers/places only.

-Sd/-

**Director- CMLRE**

**Tender Reference No.: MoES/CMLRE/10-40/01/2017**

**SCHEDULE TO TENDER**

1	Tender Reference No.	:	MoES/CMLRE/10-40/01/2017
2	Name of Organisation	:	Centre for Marine Living Resources and Ecology
3	Type of Tender		OPEN – E-Tender
4	Description of the Item	:	Procurement of Bench Top Plankton Enumerator (Flow CAM) with particle size range of 3µM to 600µM. (1 no) _____ as per tender document
5	Quantity	:	<u>One</u>
6	Date of Issue / Publishing	:	19.01.2018
7	Document Download/ Sale Start Date	:	20.01.2018
8	Document Download/ Sale End Date	:	05.02.2018
9	Clarification Start Date	:	20.01.2018
10	Clarification End Date	:	30.01.2018
11	Last Date and Time for ONLINE uploading of Bids	:	<b>05.02.2018 – 3 pm</b>
12	Date and Time of opening of Bids	:	06.02.2018 - 03 00 PM
13	Date and Time of pre – bid Meeting	:	-----
14	Mode of submission of bids	:	Online through Central Public Procurement Portal. <b><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>
14b	Manual/hardcopy submission of Technical bids	:	<b><u>05.02.2018, 11 00AM</u></b>
15	Tender document fee	:	Nil
16	EMD	:	Rs191800/- (Rupees one lakh ninety one thousand eight hundred only) In favour of DDO, CMLRE Payable at Ernakulam
17	Validity of offer	:	<b>365 days</b> from the date of opening of Tender.
18	Address for communication	:	The Director, Centre for Marine Living Resources and Ecology, Kendriya Bhavan, Kakkanad, Cochin-682037
19	Contact Person	:	The Under Secretary, Centre for Marine Living Resources and Ecology, Kendriya Bhavan, Kakkanad, Cochin-682037 Tel:0484-2423163, email id: <a href="mailto:varghese.yohannan@cmlre.gov.in">varghese.yohannan@cmlre.gov.in</a> <a href="mailto:director@cmlre.gov.in">director@cmlre.gov.in</a>

## SECTION I

### INSTRUCTIONS TO BIDDERS

1. Centre for Marine Living Resources and Ecology, Ministry of Earth Sciences invites Online E-tender from eligible and qualified bidders (Original Equipment Manufacturers (OEM) OR their Authorised Agents/Resellers/Partners) for supply, installation and commissioning of items, whose specification is given in **Appendix-2** of this tender document. All offers should be in prescribed format written in English only. All correspondence should be made only with tender inviting authority. The invitation to tender is open to all eligible bidders who meet eligibility criteria as specified in tender document.
2. Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) should be sent along with the quotations, wherever applicable. The details of items/models quoted must be available in their official website to check the authenticity of specifications/features.
3. Eligibility condition:-The submitted tenders will be scrutinized to determine whether they are complete in all respects and meet the essential and important requirements, conditions, etc., as prescribed in the Tender document. The tenders which do not meet the following basic requirements, will be treated as non-responsive and they will be summarily ignored/rejected.
  - i) Bidders should be either OEM (OR) their authorised agent/reseller/partner of OEM as per clause / para 18.
  - ii) Tender and other relevant documents should be signed by the authorized representative of the firm.
  - iii) Tender should be complete with regard to technical specification, price, delivery period, terms of delivery and all terms and conditions. The clause wise technical compliance statement (**Appendix-3**) should be enclosed with the technical bid.
  - iv) Tender which is unsigned or not signed by the authorized person through Tender Acceptance letter (**Appendix-1**)
  - v) Tender validity is shorter than required period.
  - vi) Required EMD (amount, validity etc.) and required tender Fee documents, if any have not been provided as per detail, before tender opening.

vii) Bidder has quoted for goods manufactured by other manufacturer (s) without manufacturer(s) Authorization. 100% subsidiary firm of foreign company in India cannot bid through another Indian Agent. The relation between principal / OEM and Agent or Indian Subsidiary should be clear and unambiguous and contractually established.

viii) Goods offered are not meeting the tender enquiry specification.

ix) Bidder has not agreed to other essential condition(s) especially incorporated in the tender document like terms of payments, liquidated damages clause, warranty clause, etc.

x) Poor/unsatisfactory past performance.

xi) Bidders who stand de-registered by DGS&D /banned/blacklisted by any government authority for supply and installation of the instrument tendered herewith.

xii) Bidder has not quoted for entire quantity as specified in the list of requirements.

xiii) Bidder has not submitted duly filled technical compliance sheet as per Appendix - 3

**4. Qualification Criteria (Bidders should submit necessary supporting documents to establish the following criteria)**

i) Firms quoting should have a service / support facility for Cochin and should indicate the details of such servicing facilities along with technical bid and otherwise the tender will be rejected. The Complete contact address (postal address, Tel. No, contact person name, mob no, email id of person, etc.,) of the service center should be furnished in bidders' letter head.

ii) If the bidder is a dealer or reseller or partner of OEM, they should be authorized by OEM for participating in this tender. The letter should be in OEM's letter head with the signature of authorized signatory and rubber stamp seal. The Authorization letter should clearly mention the dealer/reseller/partner's validity period. Original Authorization letter should be submitted to this office (TIA) along with other mandatorily asked documents in this tender, if any.

**5. Price bid Evaluation Criteria & Price Bid Issues:**

The broad guidelines for evaluation of Bids will be as follows:

a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender document and are acceptable both technically and commercially (called substantially responsive bid).



- b) In respect of Two Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the tender document. The compliance of Technical Bids would be determined on the basis of the parameters specified in the tender document and technical evaluation of prototype of equipment. The Price Bids of only those Bidders will be opened whose Technical Bids would qualify the technical evaluation.
- c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given. The consideration of taxes and duties in evaluation process will be as follows:
- (d) All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
- e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- f) Bids should be submitted only in Indian currency.
- g) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different bidders for being lowest in particular items. The Buyer also reserves the right to do apportionment of quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
- h) Any other criteria as applicable to suit a particular case.
- i) Bidder should quote the prices in the given format **BOQ\_Bench Top Plankton Enumerator (Flow CAM)** in excel sheet for online submission.
- j) Since, CMLRE, being Government organization, no advance payment will be made. Every attempt will be made to make payment within 30 days from the date of successful and satisfactory installation of items.
- k) The Lowest Price (L1) will be decided upon the lowest price quoted by the particular Bidder.**
- l) CMLRE reserves the right to cancel / withdraw the bid without assigning any reasons for such decision. CMLRE also reserves the right to award to any bidder or cancel the orders issued to any bidder without assigning any reason thereof. Such decision will not incur any liability whatsoever on the part of CMLRE consequently.
- m) Tender document is non-transferable.

6. Complete tender documents along with supporting documents as called for in the tender conditions, should be duly filled (wherever necessary) and signed in and are SACROSANCT and scanned copy of the same should be uploaded online mode for considering any offer as complete offer. All the Bidders are expected to go through every detail of the tender carefully and provide all requisite details and documents / certificate, and tender documents duly complete in all respect and digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

7. All contracts shall be entered and acting through its designated authority. Wherever not so specified, the contractual obligations will be governed by the International contract law or the Indian Contract Law as may be applicable.

8. CMLRE reserves the right to cancel / reject entire tender process without assigning any reason.

9. CMLRE reserves the right to increase or decrease the quantity at any stage.

10. In case of any ambiguity / dispute in the interpretation of any of the clauses in this tender document, The Director, CMLRE interpretation of the clauses shall be final and binding on all parties.

## **11. PRICE**

The prices quoted should be in INR, should be on firm and fixed basis and shall include all elements of prices for CIF, Cochin. The bidders / tenders will not be allowed to make any variations in the price bid or any amendments to commercial offers already uploaded online during the currency of tender and after the date of opening of the tender. The Bidders are expected to indicate their price bids in clear and unambiguous manner – both in words and figures and the offer should not contain any cuttings or over writings or interpolations. In case there is a discrepancy between the words and figures, the prices indicated in words shall prevail. **PRICE BID should be submitted ONLINE ONLY and no other mode of submission of price bid is acceptable.**

## **12. TWO BID SYSTEM**

A. Technical bid (ONLINE and Manual submission)

B. **ONLINE** price bid

**A. TECHNICAL BID:** The bidder should submit the scanned copy for online submission and the same original hard copy of all the following documents as part of the Technical Bid

in the stipulated format. The original hard copies should be submitted (Hard copy by manual submission) to the CMLRE (contact person The Under Secretary, CMLRE Tel: 0484-2423163, email: vargheseyohannan@cmlre.gov.in, director@cmlre.gov.in) on or before the due date of Technical bid opening, during office working hours. The cover containing the necessary technical bid documents should be superscribed by “**Tender Ref No: MoES/CMLRE/10-4-/01/2017. Part I Technical BID for Bench Top Plankton Enumerator (Flow CAM) with particle size range of 3µM to 600µM**”. **The Technical bid should contain the following details:**

- i) Bidder should have sufficient financial resources to meet the obligation under contract. They should submit Balance Sheet for last **02** years OR bank’s report for their credit worthiness. The bidder should have a minimum turnover of Rs.50 lakhs in any one of the two financial years prior to tender opening date (both online and manual submission).
- ii) In addition to above, firms quoting should have a service / support facility for Cochin, Kerala and should indicate the details of such servicing facilities along with technical bid and otherwise the tender will be rejected. The Complete contact address (postal address, Tel .No, contact person name, mob no, email id of person, etc.,) of the service center should be furnished in bidders’ letter head (both online and manual submission).
- iii) If the bidder is a dealer or reseller or partner of OEM, scanned copy of ORIGINAL letter authorized by OEM to participate in this tender. The original letter should be in OEM’s letter head with signature of authorized signatory of firm and proper rubber stamp /seal (both online and manual submission).
- iv) Scanned copy of Tender Acceptance Letter as per **Appendix - 1** (both online and manual submission).
- v) Scanned copy of details of Products and Components of the required item as per **Appendix - 4** (both online and manual submission).
- vi) Scanned copy of Technical Compliance Sheet as per **Appendix -3** (both online and manual submission). The relevant information claimed in compliance sheet should be available in the product brochure or in the respective website content.
- vii) Any other related documents / Product brochure / web reference (both online and manual)
- viii) Check list as per **Appendix 5** - “Check List” (both online and manual)
- ix) **The hard copies of Technical bid along with the relevant documents should be submitted to Director, CMLRE before the closing date**

**B. PRICE BID** should comprise the following:

- i) Bidders supplying indigenous goods or imported goods shall quote only in Indian Rupees.
- ii) As regards price(s) for allied services/equipment, if any required with the main store, the same shall be quoted in Indian Rupees only if such services are to be performed / installed in India.
- iii) Tenders where prices are quoted in any other way shall be treated as non-responsive and rejected.

**C. METHODOLOGY FOR OPENING OF THE TENDERS:**

- i) Only the technical bid shall be opened online on the date of tender opening. Price bids of only those firms will be considered for opening whose offer would meet all tender requirements including compliance to technical specifications and has passed in all tender conditions and technical / physical (including field trial) evaluation if required.
- ii) After opening of price bids, ranking statement will be prepared and the finalization of successful bidder will be done on L-1 (the lowest price) basis. Full payment shall be made within 30 days of successful and satisfactory supply and installation of the equipment as specified against each equipment. No advance payment is permitted.

**13.** Any change in Address/ Telephone/ Fax/ e-mail of bidder should be immediately informed to CMLRE. The state of non-communication by the firm will make the offer liable for rejection.

**14. Clarification regarding contents of the bids:** During the course of evaluation process, the purchasing authority, shall at its discretion, ask the bidder for clarifications or confirmation on various aspects with reference to shortcomings or deficiencies so noticed in their bids. The request for such clarification or confirmations shall be given in writing to which the bidder will be required to send in their response within the time frame so prescribed in such written communications. The clarifications / confirmations shall be called only in respect of general conditions or requirements of the tender enquiry documents and not on any aspect pertaining to specifications or prices or other essential requirements of tender schedule.

**15.** No post bid clarification or alteration or modification on the initiative of the bidder will be entertained.

**16. Integrity pact / Rejection of bids** – If the bidders do not agree with the terms and conditions of tender, their offer will be summarily rejected. Contract with successful bidders will also be cancelled if they do not fulfill the terms and conditions of the contract or till contractual obligation period and their Earnest Money Deposit will be forfeited. Canvassing

by the bidder in any form, unsolicited letter/communications and post tender corrections would invoke rejection of tender with forfeiture of EMD.

**17. Modifications and withdrawal of bids** – A bidder may modify or withdraw his bid online after submission but prior to final date of submission of tenders/date of opening of tenders. In case a supplier modifies or amends a bid already submitted online, the latest version of the bid will be accepted.

**18. Entities authorised for submission of offers in Global Tender Enquiries:**

Quotations are invited from the following entities / bidders

(a) Original Equipment Manufacturer (OEM) / Indian authorized agent/dealer/distributor/reseller

**19. Compliance statement for technical specifications**

i) The technical details of the models offered along with the supporting original technical Literature, leaflets, brochures etc., should be submitted, where ever necessary. The confirmation of the models(s) offered with the tender enquiry specification and the deviation(s), if any will be clearly mentioned in the technical bids.

ii) The attention of Bidders is invited to clause 1(A) of form DGS&D 231 “Instructions to Bidders” whereby they are required to furnish clause by clause compliance of specification bringing out clearly deviation from specification, if any. **The firms are advised to submit the Technical compliance sheet in the format given at Appendix - 3 along with technical bid failing which their offer will be treated as incomplete and are liable to be rejected.** Bidders may also quote DGS&D or GeM rate if the item meets the CMLRE technical specification.

**20.** Bidders will be fully responsible for proper installation, commissioning and training (if any specified in tender requirement) and making the item functional before final settlement of the account.

**21.** The Bidder will also provide complete technical / operating and service manual of the item, if any.

**22.** The decision of the purchaser shall be final as to the quality of the stores and shall be binding upon the Bidders and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be of standard specifications and free from all defects. The acceptance of articles will be made only when the articles are inspected and found up to the standard specifications and free from all defects.

**23.** For any change in terms and condition of tender / tender specification, the Bidders are requested to visit the websites <http://www.cmlre.gov.in> &

Central Public Procurement Portal (CPP)

<https://eprocure.gov.in/eprocure/app>

**24. SPECIAL INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions.

**i)** Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.

**ii)** Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.

**iii)** Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.

**iv)** Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.

**v)** The DSC that is registered only should be used by the bidder and should ensure safety of the same.

**vi)** Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.

**vii)** After downloading / getting the tender document/Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

**viii)** If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.

**ix)** Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.

- x)** Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- xi)** From my tender folder, he selects the tender to view all the details indicated.
- xii)** It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- xiii)** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- xiv)** Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- xv)** The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi)** Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- xvii)** Performance Guarantee: Successful bidder has to submit 5% of the value of the Order towards Performance Guarantee by means of Demand Draft drawn in favour of DDO, CMLRE payable at Ernakulam or Bank Guarantee from any Nationalized Bank valid for a period till 60 days beyond the date of completion of all contractual obligation of the supplier including warranty obligation. This deposit will be free of interest and is refundable after the completion of above said period.
- xviii)** While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xix)** The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

**xx)** The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

**xxi)** The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

**xxii)** The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.

**xxiii)** If the price bid format is provided in a spread sheet file like **BoQ\_Bench Top Plankton Enumerator.xls**, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

**xxiv)** The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

**xxv)** After the bid submission (i.e after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

**xxvi)** The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

**xxvii)** All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.



**xxviii)** Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

**xxix)** The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

**xxx)** The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) Exit option in the browser.

**xxxi)** For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries on online tender procedures, the bidders are asked to contact the help desk of CPP website.

**\*\*\*\*\***

## SECTION II

### SCOPE OF WORK

- 1. Scope:** The bidder has to supply & install the required item in accordance with the specifications mentioned in **Appendix-2**. The bidder shall ensure the successful installation, configuration, testing and commissioning of required item at CMLRE, Kochi and then onboard ship at a convenient place and time specified by CMLRE.
- 2. Warranty Period of Support:** The bidder has to provide a complete warranty support for a minimum period of THREE years as specified in the tender document from the date of successful installation, training and acceptance by CMLRE, Kochi.
- 3. Delivery / Execution of Order:** Bidder must dispatch the imported consignment by air freight only. Bidder has to supply all the required items on CIF, Cochin basis at CMLRE, Cochin within 4-5 weeks from the date of issue of purchase order. The end to end supply, installation & commissioning need to be completed within 07 weeks (maximum) from the date of receipt of PO. In case of delay, the bidder must obtain prior approval from the Director, CMLRE clearly justifying the reasons for the same. The decision of Director, CMLRE in this regard is final. In any case, the delay beyond 10 weeks for the complete installation lead to cancellation of PO and disallowing of participation of future CMLRE tenders.
- 4.** The installation, configuration, testing and commissioning should be completed by the bidder within two weeks upon the supply of items as per PO provided by CMLRE. The item must be initially installed and tested at CMLRE premises at Cochin and then onboard ship at a convenient port (in India) and time as specified by CMLRE.
- 5.** Relevant catalogues / literatures/drawings/brochure for the offered items should be uploaded and enclosed with the technical offer.

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## SECTION III

### GENERAL CONDITIONS

1. **Custom / Excise Duty** CMLRE is a fully Government of India funded R&D institute and the customs/excise duties are applicable accordingly.

#### 2. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, levies, license fees, octroi, road permits, packing and forwarding, insurance, air freight, etc. incurred until delivery of the contracted goods to the purchaser's location. The rates should be clearly indicated in the financial bid. However, VAT/CST/GST in respect of the transaction between the purchaser and the supplier shall be payable extra, if so stipulated in the order.

#### 3. Payment

i) 100% payment shall be made by the purchaser against delivery, inspection, successful installation, commissioning and acceptance of item at CMLRE, Kochi in good condition and to the entire satisfaction of the purchaser. The payment shall be made within 30 days from the date of successful installation. .

4. **Risk Purchase:** In the event of a contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of any allied or sister concern of the contractor.

5. **Liquidated Damages (LD):** In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per Para 14.7 of DGS&D 68(Revised) of Ministry of Commerce, Dept of Commerce of the General condition of the contract for imposition of LD charges.

#### 6. Defective store:

In case of any defects in supply or manufacturing or workmanship, observed during survey at consignee's location or later during the warranty period, the Bidder will be liable to replace the defective store at the cost of supplier. The purchase proceeds to take remedial action as may be necessary at the supplier's risk and expense and without any prejudice to any other right which the purchase may have under the contract.

## **7. ARBITRATION:**

- a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, on his award being set aside by the court for any reason, shall be lawful for the CMLRE, Kochi to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- b) It is further a term of this contract that no person other than the person appointed by the CMLRE, Kochi as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- c) The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- d) Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- e) Arbitration shall be held in Cochin, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

## **8. PATENT AND OTHER INDUSTRIAL/INTELLECTUAL PROPERTY RIGHT**

The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property rights. The Bidder shall indemnify the Purchaser against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The Bidder shall be responsible for the completion of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

## **9. TRANSFER AND SUB-LETTING**

The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the resultant contract or any part thereof.

**10.** Purchaser reserves the right to change the quantity of stores.

**11.** Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.

**12.** Purchaser reserves the right to cancel/reject or Scrap any or all the tenders without assigning any reason.

### **13. FORCE MAJEURE CLAUSE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to “events”) provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

### **14. TERMINATION OF CONTRACT**

The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:

- a) The delivery of the material is delayed for causes not attributable to **Force Majeure** after the scheduled date of delivery.
- b) The Seller is declared bankrupt or becomes insolvent.
- c) The delivery material is delayed due to causes of **Force Majeure** by more than 21 days.

### **15. Government Regulations**

It shall also be confirmed that, there are no Govt. restrictions or limitations in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied. Suppliers/Contractors shall provide a certificate to this effect.

## **16. Clarification of Bid Document**

A prospective Bidder requiring any clarification of the Bid documents may raise his point of clarification through Bid Management window after successfully logging to the e-procurement website <https://eprocure.gov.in/eprocure/app>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view tender details window for tender which can be selected through my tender option of bid submission menu. The clarification will be replied back by the tendering Authority through the e-procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The tendering authority may also respond to clarifications raised by the prospective bidders on purchaser's e-mail address [varghese.yohannan@cmlre.gov.in](mailto:varghese.yohannan@cmlre.gov.in), [director@cmlre.gov.in](mailto:director@cmlre.gov.in) or the bidder may also write to The Director, CMLRE for seeking clarifications by mentioning the tender reference details.

**17.** Any dispute relating to purchase of goods between CMLRE and Bidder shall be subjected to the jurisdiction of a court of law situated in Ernakulam, Kerala.

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## SECTION IV

### SPECIAL CONDITIONS

#### 1. Delivery Period and terms of Delivery:

##### a. The Delivery Period for the stores

Delivery of goods should be made within a maximum of 05 weeks from the date of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by telex/fax/email, the full details of the shipment including contract number, receipt number / AAP etc. date, description of goods, quantity, name of consignee, invoice etc. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period.

**b. Terms of Delivery** – Delivered Duty Paid at consignee's location.

#### 2. PAYMENT TERMS:-

**A. PAYMENT TERMS FOR SUPPLIERS** – 100% of payment of stores will be made on receipt of items in good condition by the consignee against consignee note with manufacturers work test / warranty certificate, on installation and successful commissioning at CMLRE, Cochin or onboard ship or both, wherever applicable. The payments will be released within 30 days from the successful installation on submission of Bills in prescribed formats along with the requisite consignee / Inspection note.

#### **B. MODE OF PAYMENT**

All payments will be released electronically (ECS) to the account of the Indigenous firm who will be required to provide Banker details along with IFSC code and account number along with their bills to facilitate e-payments.

**3. Packing:** The supplier will ensure that the items are securely packed to avoid damage in transit by sea/air/rail/road occasioned by any defect in packing and shipping documents should also show the name of the ultimate consignee. The supplier shall insert in each case packing list fully item-wise to show the case number, contents, gross and net weight and cubic measurement and dimensions. Four copies of each packing list shall be supplied to the Forwarding Agent.

**4. Marking:** Each case shall have shipping marks stenciled on two opposite side and on the top. In addition, the gross weight/net weight and cubic measurements should also be indicated on the packages. The marks shall also be shown on invoices, packing lists and on rail/road Bills of lading or mailing certificates exactly as they appear on the cases.

**5. Period of Guarantee / Warranty:** - The guarantee / warranty period of item should be minimum three years from the date of successful installation/commissioning of equipment to the entire satisfaction of the Consignee.

**7.** Bidders will be fully responsible for proper installation, testing and making the equipment functional before the final settlement of account.

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**APPENDIX - 1**

**TENDER ACCEPTANCE (OFFER) LETTER**

(To be submitted online duly signed format (scanned copy) by the authorized signatory on bidder's letter head.

Date.....

**To**

**The Director  
CMLRE, Kendriya Bhavan  
Kakkanad, Cochin -682037**

**Subject:** Acceptance in respect of terms and conditions of tender document for supply, installation, testing and commissioning of **XXXXXX** at CMLRE, Cochin and/or onboard ship.

Ref: E Proc Tender Ref No. MoES/CMLRE/10-40/01/2017 dated 19/01/2018

Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned tender from the web site <https://eprocure.gov.in/eprocure/app>.
2. I / We hereby certify that I / We have read all the terms and conditions of tender document from page No. from \_\_\_\_\_ to \_\_\_\_\_ (including all annexure / Forms / appendixes, paras, etc..) which shall part of the contract agreement and I / we shall abide herby by all the terms and conditions contained therein.
3. The corrigendum(s) issued from time to time by your organization has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.

5. In case any provisions of this letter are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of EMD.

6. I / We confirm that our bid shall be valid up to 365 days from the date of opening of Technical Bid.

7. I / We hereby certify that all the statements made and information supplied in the enclosed appendix, annexure / Forms / paras etc., furnished herewith are true and correct.

8/ I / We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.

9. I / We understand that you are not bound to accept the lowest or any bid you may receive.

10. I / We certify / confirm that we comply with the eligibility requirements as per bid documents.

11. In case any provisions of this tender are found violated, CMLRE shall be at liberty to reject this tender, including the forfeiture of the full said EMD and we shall not have any claim against CMLRE in satisfaction of this condition.

Yours faithfully,

**Signature of the Bidder**

**Name:**

**Designation:**

**Rubber-stamp of the firm**

**TECHNICAL SPECIFICATIONS**

**Bench Top Plankton Enumerator (FlowCAM) with size range of 3µM to 600µM.**

**(i) Camera Configuration**

Consisting High resolution – 1980 x 1200 CMOS color camera and Shutters up to 120 frames per second

**(ii) Analysis**

Consisting of Constant Imaging, Fluorescence Triggering, Individual Particle Measurement, with Two Channel Fluorescence detection

Laser: 532-nm Solid-State Green Laser with a 650nm+ and 575nm+/-15nm filter set.

Fluorescence capability: 532nm Laser Excitation. Channel 1PMT = >650nm Channel2 PMT = 560-590nm.

**(iii) Syringe Pump**

Micro syringe Pump with multiple syringes of sizes 0.5mL, 1.0mL and 5.0mL and Computer controlled

**(iv) Objectives**

4X, 10X and 20X and Objective kit consisting of Flow cell Holders, Pipette Sample Holder, Funnels, Tubing, Pump Connector, Corrector, Collimator and Mesh

**(v) Flow Cells**

50µm flow cell, 100µm flow cells, 200µm flow cells

300µm flow cells and 600µm flow cells with Silicone Tubing

50µm, 300µm flow cells and 600µm Field of View Machined Cuvette Flow Cell with Silicone Tubing and Holder

**(vi) Desk Top Computer Configuration:**

Intel® Core® i7 Processor, 3.4 GHz,

8 GB RAM, 500 GB Hard Drive,

Windows 10, MS Office,

Display – 22” LCD Flat Screen

**(vi) Software:**

Visual Spreadsheet for FlowCAM operation and post processing data analysis, including visual recognition and automated classification.

(vii) Reusable Polyethylene Padded Shipping Container

**TECHNICAL COMPLIANCE SHEET**

(Bidders are requested to give Compliance of each Specification whether equipment being offered by them is complying with Specification or otherwise)

**ITEM: (I) Bench Top Plankton Enumerator (Flow CAM). Qty: 01No**

**MAKE** \_\_\_\_\_

**MODEL** \_\_\_\_\_

Sl.No	Description	Details	Compliance Yes/No	Deviations if any,
1	Camera Configuration	As per Technical Specification Appendix 2		
2	Analysis	As per Technical Specification Appendix 2		
3	Syringe Pump	As per Technical Specification Appendix 2		
4	Objectives	As per Technical Specification Appendix 2		
5	Flow Cells	As per Technical Specification Appendix 2		
6	Desk Top Computer Configuration	As per Technical Specification Appendix 2		
7	Software	As per Technical Specification Appendix 2		
8	Reusable Polyethylene Padded Shipping Container.	As per Technical Specification Appendix 2		

**Signature of the Bidder**

**Name:**

**Designation:**

**Rubber-stamp of the firm**

**APPENDIX - 4**

**COMPONENTS AND PRODUCTS**

(In response to technical requirement kindly fill up the details of components & products pertaining to the item requirement, in the following format).

<b>Sl.No</b>	<b>Brand Name / Name of the OEM</b>	<b>Product name/model Quoted</b>	<b>Qty</b>	<b>Currency type quoted (INR)</b>	<b>Remarks</b>
	System:			INR	

**Signature of the Bidder**

**Name:**

**Designation:**

**Rubber-stamp of the firm**

**APPENDIX - 5**

**CHECK LIST**

(Following documents are to be submitted online and manual as a part of Technical bid. Bidders are requested to put a ✓ mark for ensuring submission of document in the appropriate places)

<b>Sl.No</b>	<b>Description</b>	<b>Online submission</b>	<b>Manual submission</b>
1	Details for annual turnover of the bidder for the last 2 years. Scanned copies Of audited financial report Or bank's report for the last two years should be Submitted (Section I, 11.A.(i))	Submitted / Not Submitted	Submitted / Not Submitted
2	Contact details of Nearest service Centre should be submitted. (Section I, 11.A.(ii))	Submitted / Not Submitted	Submitted / Not Submitted
3	Authorization letter by OEM for participating this tender	Submitted / Not Submitted	Submitted / Not Submitted
4	Scanned Copy of Tender Acceptance Letter by Online and original by Manual (Section I, 11.A.(iv))	Submitted / Not Submitted	Submitted / Not Submitted
5	Details of Products And Components (Section I, 11.A.(v))	Submitted / Not Submitted	Submitted / Not Submitted
6	Technical Compliance sheet, duly filled (Section I, 11.A.(vi))	Submitted / Not Submitted	Submitted / Not Submitted
7	Any other relevant documents like product brochure, etc. (scanned copy by online and original by manual)	Submitted / Not Submitted	Submitted / Not Submitted

8	This Check list (scanned copy by online and original by manual)	Submitted / Not Submitted	Submitted / Not Submitted
9	At least two satisfactory performance certificate from the Indian Marine Scientists	Submitted / Not Submitted	Submitted / Not Submitted

**Signature of the Bidder**

**Name:**

**Designation:**

**Rubber-stamp of the firm**