

Notice Inviting E-Tender Document

For

**Supply of Total Organic Carbon (TOC) Analyzer Including
Installation & Commissioning**



**Forest Survey of India
Ministry Of Environment, Forest & Climate Change
Government of India
Kaulagarh Road, P.O. - IPE
Dehradun – 248 195**



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PART - I

SECTION – 0

NOTICE INVITING E-TENDER (NIT)



Forest Survey of India
Ministry of Environment, Forest & Climate Change
Government of India Kaulagarh Road, P.O. IPE
Dehradun – 248 195

No: 26-09/2020-CFCA NATCOM-III-

Dated: 14th September, 2020

SECTION-0: NOTICE INVITING E-TENDER (NIT)
(Domestic Open Competitive Bidding)

Director General, Forest Survey of India invites online electronic bids (e-tenders) under two-bid systems (Technical bid and Financial bid) on behalf of President of India from domestic bidders registered in India for Supply of Total Organic Carbon (TOC) Analyzer Including Installation & Commissioning.

Tender Specification No.: 26-09/2020-CFCA NATCOM-III-

Dated: 14th September, 2020

Tender document can be viewed and downloaded from FSI website www.fsi.nic.in and <https://moefcc.euniwizarde.com>

The bid for desired equipment is to be submitted **online only** on <https://moefcc.euniwizarde.com> up to the last date and time of submission of bids. Sale of hard copy of tender document is not applicable.

The offers, in the prescribed format, shall be submitted online at <https://moefcc.euniwizarde.com> as per the tender document. No Quotations will be accepted in hard copy, fax, e-mail or any other such means. The intending bidders must be registered with e-tender website <https://moefcc.euniwizarde.com>. The tender document is also available on Ministry of Environment, Forest and Climate Change website: <http://envfor.nic.in/> for reference only but not for submission. However, for the purpose of submission, the website <https://moefcc.euniwizarde.com> should be referred to. NIT can also be seen on CPP Portal <https://eprocure.gov.in/epublish/app>.

1. Brief Details & Critical Dates of Tender:

1.1 Brief Details of Tender:

S. No.	Item	Description
(i)	Name of Procurement	Supply of Total Organic Carbon (TOC) Analyzer Including Installation & Commissioning
(ii)	Tender specification no	<u>No. 26-09/2020-CFCA NATCOM-III-</u> Dated: 14 th September , 2020
(iii)	Mode of tendering	e-Tendering under two-bid system (Open Tender)
(iv)	Tender ID	No. 26-09/2020-CFCA NATCOM-III-
(v)	Cost of bidding document	The interested bidders will have to deposit the amount of 1000/- (non-refundable) towards tender fee through bharat kosh (https://bharatkosh.gov.in)

S. No.	Item	Description								
(vi)	EMD (Bid Security)	The scanned copy of the DD/ Bank Guarantee of Earnest Money Deposit (EMD) of ₹50,000/- (Rupees Fifty Thousand Only) in the form of Bank Guarantee or Demand Draft with minimum three months validity . The Demand Draft (DD) should be made in favor of Assistant Director (Accounts), Forest Survey of India, Kaulagarh Road ,PO - IPE, Dehradun – 248 195. All Micro and Small Enterprises (MSEs) are exempted from EMD and tender fee.								
(vii)	Completion Period / Schedule	<table border="1"> <tr> <td>i)</td> <td>Estimated Time of Supply</td> <td>One Month</td> </tr> <tr> <td>ii)</td> <td>Installation</td> <td rowspan="2">15 days after supply of equipment.</td> </tr> <tr> <td>iii)</td> <td>Training</td> </tr> </table>	i)	Estimated Time of Supply	One Month	ii)	Installation	15 days after supply of equipment.	iii)	Training
i)	Estimated Time of Supply	One Month								
ii)	Installation	15 days after supply of equipment.								
iii)	Training									
(viii)	Required validity of Bid	Six months from the date of award of contract.								
(ix)	Tender Inviting Authority	Director General, Forest Survey of India, Kaulagarh Road, P.O. - IPE, Dehradun, Uttarakhand – 248195								
(x)	Tender Processing Fee	Rs. 3360/- + GST (Non-Refundable) shall be paid to ITI Through online.								
(xi)	Registration Charges	Rs.2360/- (Non-Refundable)								

1.2 Important Dates of Tender:

S. No.	Particulars	Date & Time
(i)	Publish date and time	14-09-2020, 16:00 Hrs.
(ii)	Sale / Document Download Start Date & Time	15-09-2020 , 10:00 Hrs.
(iii)	Sale / Document Download End Date & Time	05-10-2020 , 17:30 Hrs.
(iv)	Pre bid conference (Venue: Forest Survey of India, Kaulagarh Road, PO-IPE, Dehradun-248195, Uttarakhand)	25-09-2020, 15:30 Hrs.
(v)	Online Bid Submission Start Date & Time	15-09-2020 , 10:00 Hrs.
(vi)	Online Bid Submission Last Date & Time	05-10-2020 , 17:30 Hrs.
(vii)	Last date of submission of cost of bidding document, EMD and other offline supporting documents to Director General, Forest Survey of India, Kaulagarh Road, P.O-IPE, Dehradun, Uttarakhand-248195	05-10-2020, 17:30 Hrs.
(viii)	Date and time for opening online Technical bid	06-10-2020 , 15:00 Hrs.
(ix)	Date and time for opening online Financial bid which will be opened only for the technically qualified vendors	To be notified after technical evaluation.

1.3 Technical specifications and details

Given in Part- II

1.4 Eligibility Criteria for Bidders:

Bidders should be the manufacturer / authorized dealer of the desired equipment. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed.

An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well. (Ref. Annexure-II)

OEM should be internationally reputed Branded Company.

Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.

In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

2.1 Bids of those Bidders who have not submitted the requisite Cost of bidding document and EMD (as per Instructions to Bidders (ITB) Clause 3.0 & 4.0) shall not be considered for evaluation, except in case of exemption as per Clause No. 3.2 & Clause No. 4.1 of ITB.

2.2 The bidders must fulfil the following minimum Qualifying Criteria:-

2.2.1 (i) The bidder should be manufacturer of the equipment/system of required capacity/ configuration.

Or

Authorized dealer of a manufacturer of the equipment/ system to quote on behalf of their manufacturer. In case manufacturer does not quote directly, the authorized dealer shall have to submit relevant **Authorized Dealership** certificate from the manufacturer (as per the prescribed format in Section-I (ITB), Annexure-V).

(ii) In case a dealer is participating in a tender on behalf of one manufacturer, he/she is not allowed to participate/ quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. All such bids with same make/ manufacture will be rejected

(iii) Bidder must produce with their Bid – PAN, Goods & Services Tax Identification No. (GSTIN).

2.2.2 All Startups (whether Micro and Small Enterprises (MSEs) or otherwise), falling within the definition as per Gazette notification- G.S.R. 501(E) dt. 23.05.2017 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover in public procurement subject to meeting the quality and technical specification for which necessary documents shall be submitted by such bidders.

2.2.3 The reference date for considering the period for eligibility / qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.

3.0 The details/ information regarding online tendering i.e. Registration on <https://moefcc.euniwizarde.com> portal, Preparation of Bid and Submission of bid are available in the tender document and as well as on CPP Portal under 'Bidders Manual Kit'.

4.0 FSI reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.

**Joint Director (TFI),
Forest Survey of India,**

**Phone No.: +91-135-2754507
E-mail: dgfsi@fsi.nic.in**

SECTION – I

INSTRUCTIONS TO BIDDERS
(ITB)

SECTION-I: INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION

1.1 Forest Survey of India (FSI) a premier national level organization under the Ministry of Environment, Forest & Climate Change, Government of India, hereinafter referred to as the ‘**Purchaser**’ will receive bids for “**Supply of Total Organic Carbon (TOC) Analyzer Including Installation & Commissioning**” as set-forth in the specifications. The bid will be received, opened and evaluated online in electronic form through Gol’s E-tendering portal i.e. <https://moefcc.euniwizarde.com>. Link to reach at site is also available at FSI website i.e., www.fsi.nic.in. Bid shall be prepared and submitted in accordance with instructions contained in this Section.

1.2 This section of the bidding document provides the information necessary for Bidders to prepare online responsive bids, in accordance with the requirements of the Purchaser. It also provides information on online bid submission, opening, evaluation and contract award.

1.3 INSTRUCTION FOR ONLINE BID SUBMISSION:

This tender document has been published on the **E-wizard portal** <https://moefcc.euniwizard.com>

The bidders are required to submit soft copies of their bids electronically on the E-wizard Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the E-wizard Portal, prepare their bids in accordance with the requirements and submitting their bids online on the E-wizard Portal. More information useful for submitting online bids on the E-wizard Portal may be downloaded from “Download” section available on home page on <https://moefcc.euniwizarde.com>

1.3.1 REGISTRATION:

- (i) The Bidder is requested to visit the link Bidders Manual Kit’ at <https://moefcc.euniwizarde.com> and Central Public Procurement (CPP) Portal (URL: <http://eprocure.gov.in/eprocure/app>) .
- (ii) Bidders are required to enroll on the e-Procurement Portal (URL:<https://moefcc.euniwizarde.com>)with clicking on the link “Online bidder Registration” on the e-tender Portal by paying the Registration fee of Rs. 2360/- per year through online banking.
- (iii) As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts.
- (iv) During enrolment/ registration, the Bidder should **provide the correct/ true information** including valid email-id & mobile no. All the correspondence shall be made directly with the Contractors/ Bidders through email-id provided.
- (v) For e-tendering, possession of valid Digital **Signature Certificate** (Class III Certificates with Signing +Encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- (vi) Upon enrolment on e-procurement portal (URL:<https://moefcc.euniwizarde.com> for e-tendering, the Bidder has to register their valid Digital Signature Certificate with their profile.
- (vii) Only one valid DSC should be registered by a Bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (viii) Bidder can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ e-Token.

1.3.2 SEARCHING FOR TENDER DOCUMENTS

1) Bidder can search any tender by clicking on “Live Tender” under search option on Home Page. Once the bidders have selected the tenders they are interested in, they may download the required documents after clicking on “Tender

Document”.

2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.3.3 PREPARATION OF BIDS:

(i) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(ii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.

(iii) Bidders should get ready in advance with the bid documents to be submitted, as indicated in the tender document/schedule in pdf/xls/rar/zip/ jpg/ dwf formats. If there is more than one document, they can be clubbed together using zip format. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such documents (e.g. GST registration copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Document” available to them to upload such documents. These documents may be directly attached from the “My Document” library while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.3.4 SUBMISSION OF BIDS:

(i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.

(ii) Bidder should prepare the Cost of bidding document/ EMD as per the instructions specified in the tender document. The original Cost of bidding document/ EMD should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the NIT/ tender documents. 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 the uploaded bid shall be liable for rejection.

(iii) Bidders should select the payment option as “offline” to pay the Cost of bidding document/ EMD and enter details of the DD/BC/BG.

(iv) Bidder should digitally sign and upload the required bid documents one by one in respective “Tender Cover” as indicated in the tender document.

(v) Bidders should note that, the very act of using DSC 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) Bidders are requested to note that each document to be uploaded for the tender should be less than 2 MB. If any

document is more than 2 MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.

(vii) 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.

Bidder shall download the Schedule of Quantities & Prices i.e. BOQ_XXXX.xls, in XLS format and save it without changing the name of the file. Bidder shall fill their respective rates in figures (financial quotes) and other details (such as name of Bidder) in light blue background cells, thereafter save and upload the file online in financial/price bid (Finance) cover without changing the filename. No other cell should be changed.

Bidders are requested to note that they should necessarily submit their financial bids in the 'Finance' cover in the format provided and no other format is acceptable. **If the template of "Schedule of Quantities & Prices" file is found to be modified/ tampered by the Bidder, the bid shall be rejected and further dealt as per provision of clause no. 12.0 of ITB including forfeiture of EMD.**

The Bidders are cautioned that uploading of financial bid elsewhere i.e. other than in financial cover shall result in rejection of the tender.

(ix) Bidder should 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 Bidder at the eleventh hour.

(x) After the bid submission (i.e. after clicking —Freeze Bid Submission in the portal), the Bidder should 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.

(xi) Bidder 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.

(xii) All the documents being submitted by the Bidder 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. Data storage encryption of sensitive fields is done. 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

1.3.5 ASSISTANCE TO BIDDERS:

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to inviting authority of the tender.

2) Any queries relating to the process of online bid submission or queries relating to e-tendering Portal in general may be directed to the e-Wizard Helpdesk. The contact number for the helpdesk is **Mr. Amrendra Kumar: 09355030628** Email: ewizardhelpdesk@gmail.com Ph.: 011-49606060

Toll Free Number 1800-3070-2232. Mobile No. +91-7878007972 and +91-7878007973.

2.0 Eligibility Criteria for Bidders:

2.1 Bids of those Bidders who have not submitted the requisite Cost of bidding document and EMD (as per Instructions to Bidders (ITB) Clause 3.0 & 4.0) shall not be considered for evaluation, except in case of exemption as per Clause No. 3.2 & Clause No. 4.1 of ITB.

2.2 The bidders must fulfill the following minimum Qualifying Criteria:-

2.2.1 (i) The bidder should be manufacturer of the equipment/system of required specifications / configuration.

Or

Authorized dealer of a manufacturer of the equipment/ system to quote on behalf of their manufacturer. In case manufacturer does not quote directly, the authorized dealer shall have to submit relevant '**Authorized Dealership' certificate** from the manufacturer.

(ii) In case a dealer is participating in a tender on behalf of one manufacturer, he is not allowed to participate/ quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. All such bids with same make/ manufacture will be rejected

(iii) Bidder must produce with their Bid – PAN and Goods & Services Tax Identification No. (GSTIN).

(iv) The individual(s) signing the Bid or other documents in connection with the Bid must attach the Power of Attorney in his/their name as a part of Pre-qualification Bid. In case of non-submission of valid Power of Attorney the Bid is liable to be rejected.

2.2.2 The reference date for considering the period for eligibility / qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.

2.3 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the contract. Bidders will submit duly notarized requisite supporting documents [as per clause 2.2 of NIT] and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.

Note: Mere downloading of Bid document by prospective Bidder shall not be construed that such a bidder automatically fulfills the prescribed eligibility criteria. Whether the bidder meets the specific eligibility criteria or not, shall be checked or ascertained, on opening their bids by scrutinizing documentary evidences furnished by them along with their bid.

3.0 Cost of bidding document:

3.1 Complete bid document can be viewed and downloaded from FSI website www.fsi.nic.in or <https://moefcc.euniwizarde.com> and Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app>. The interested bidders will have to deposit the amount of Rs. 1000/- (non-refundable) towards tender fee through **bharat kosh** (<https://bharatkosh.gov.in>). The bidder shall fill the Cost of bidding document details online and submit to Tender Inviting Authority i.e. Director General, Forest Survey of India, Kaulagarh Road, P.O IPE, Dehradun-248195 Phone No.: [+91-135-2754507](tel:+91-135-2754507), E-mail: dgfsi@fsi.nic.in on or before the date as specified in NIT.

3.2 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Purchaser will in

no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.0 Bid Security / Earnest Money Deposit (EMD)

4.1 Bidder shall submit along with the bids, the requisite Bid Security / EMD for an amount of ₹50,000/- (Rupees Fifty Thousands only) as given in NIT appended hereto. Bid security / EMD may be deposited in the form of Crossed Demand Draft/ Bank Guarantee in favour of 'Assistant director (Accounts)' FSI Kaulagarh Road, PO - IPE, Dehradun. Failure to do so may prevent a tender from being considered.

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme having Udyog Aadhar Memorandum for the goods / services are exempted from furnishing the Bid Security / EMD.

They should furnish with the Bid **(both online and offline)** a Notarized copy of the valid registration certificate / Entrepreneurs memorandum (EM-II) details / other relevant documents issued by above board / body in their favors, for the goods / services covered under this Tender document. No other bidders are exempted from furnishing Bid Security / EMD as mentioned above.

Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing the bid Security/ EMD. They should furnish with the Bid a Notarized copy of the valid certificate of recognition issued by DIPP. No other bidders are exempted from furnishing Bid Security / EMD except as mentioned elsewhere in the document.

4.2 The bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Purchaser, to revoke or withdraw their bids or vary in any respect their offer or any terms and conditions thereof. In case of a bidder revoking or withdrawing his Bid or varying any terms and conditions in regard thereto, without the consent of the Purchaser in writing during the period of validity of his offer, the Purchaser shall forfeit the Bid Security / EMD furnished by the bidder along with his offer.

In addition to this the bidder may at the discretion of the Purchaser, be debarred from bidding for a period as may be considered fit by the Purchaser, against any Bid that might be invited by the Purchaser in future. The Purchaser will also be within its rights to circulate the information, at its discretion to other prospective purchasers about the bidder having withdrawn his offer within the validity period.

4.3 Bids received unaccompanied by either an acceptable Bid Security / EMD or a notarized photocopy of valid certificate of registration stated as above shall be rejected as being non-responsive.

4.4 Bid Security / EMD of the successful bidder will be returned when the bidder has furnished requisite Performance Guarantee (10% of the value of the contract/ supply) as stipulated in Terms and Conditions of Contract (T&C). Bid Security / EMD of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Bid security / EMD of all the unsuccessful bidders whose price bid has been opened will be returned within 15 days of notification of the award of Contract to the successful bidder. The Earnest Money of unsuccessful bidders shall be remitted by the Employer in the account mentioned in ECS Form (Annexure-IV) through ECS mode.

4.5 The Bid Security / EMD shall be forfeited:

(a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Purchaser, in regard thereto during the period of Bid validity specified by the bidder; or

(b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 12.0 of ITB; or

(c) If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 10.7; or

(d) If the successful bidder having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity refuses to accept / execute the Order or fails to enter into Contract Agreement when required; or

(e) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security in accordance with T&C.

5.0 The bidder shall prepare the bid and submit the bid online only on —**Electronic Tendering System**” in following manner:

5.1 ONLINE SUBMISSION:

5.1.1 Cover-1: Technical bid:

Online bids should be submitted containing scanned copy of following document in Cover-1:

- i) All Documents establishing conformity to the Eligibility Criteria as mentioned at Clause 2.0 of ITB.
- ii) Demand Draft/Banker's Cheque/Notarized copy of valid relevant MSEs Certificate towards Cost of bidding document.
- iii) Demand Draft/Banker's Cheque/Bank Guarantee/Notarized copy of valid relevant MSEs Certificate towards Bid Security / EMD.
- iv) Annexure – I: Bid Performa & Annexure – III (Self Declaration by the Bidder)
- v) Annexure – II: Electronic Clearance System (ECS) Form.
- vi) Copy of PAN and GSTIN
- vii) Scanned copy of Power of Attorney along with authority of executants.
- viii) Annexure – III: Declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006 along with notarized copy of the certificate.
- ix) Annexure – IV: Declaration regarding applicability of Start-Ups under Start-Up India Initiative along with notarized copy of certificate.

5.1.2 Cover-2: Financial Bid (Price-Bid):

The Financial Bid (Price Bid) shall be submitted in electronic form in conformity with the tender specifications on the portal only by the time & date as specified in NIT. The financial cover shall contain price bid in the enclosed “**Schedule of Quantities & Prices**” i.e. **BOQ_XXXX.xls**. The quoted rates should be in Indian Rupee and shall be written in figures in **BOQ_XXXX.xls**.

Submission of the financial bids (Price Bid) by any other means shall not be accepted by the Purchaser in any circumstances.

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.

5.2 OFFLINE SUBMISSIONS:

Hard copy / Supporting documents:

The scanned copy(ies) of all the offline documents (hard copies) are to be uploaded online on the portal along with the Bid as provided in ITB clause 5.1.

i) DD / Banker's Cheque / Notarized copy of valid relevant MSEs Certificate towards cost of bidding document.

ii) DD / Banker's Cheque / Notarized copy of valid relevant MSEs Certificate towards Bid Security / EMD.

iii) Power of Attorney alongwith authority of the executants.

Hard copy of online documents, if desired by the Purchaser, shall be submitted by the bidder in due course of time.

These envelope(s) shall not contain anything else. This part of bid should not contain any **"Price information"**.

If any discrepancy is found between the Hard Copies of the offline documents viz. DD towards Cost of bid document & DD towards Bid Security / EMD, Power of Attorney and scanned copy of same uploaded online then the online bid shall be liable for rejection.

5.3 The online bid (Technical Bid and Price Bid) shall be submitted upto the due date & time indicated in the NIT or any extension thereof. Offline documents (as specified at Clause No. 5.2 above) in Physical Form shall be received by the Purchaser at the address specified in Invitation for Bids (Notice Inviting e-Tender) not later than the time and date stated in the Invitation for Bids or any extension thereof. In the event of the specified date for submission of Offline documents being declared a holiday for the Purchaser, the same will be received upto the appointed time on next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amended, if any.

5.4 The Purchaser reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.

6.0 Bid Proforma:

The bidder should fill in the Bid Proforma appended as Annexure-I herewith and submit the same online

7.0 ECS Form:

Bidders are required to submit duly filled in ECS Form appended as **Annexure-II** herewith and submit the same online.

8.0 Bidders can submit their bids for all or any of the equipment listed in 15.0 of Section-II.

9.0 Online opening of Bids by Purchaser:

9.1 The Purchaser will open the Bids online on the date as specified in NIT or any extension thereof. In the event of the specified date or amendment if any for the opening of bids/offline documents being declared a holiday for the Purchaser, the opening shall be carried out at the specified time on the next working day.

9.2 Initially, the 'Technical Bid' shall be opened and the 'Price Bid' of only those bidders whose Technical bid is

acceptable to the Purchaser shall be opened online subsequently. The decision of the Purchaser is final and binding in this regard.

10.0 Evaluation of Bids:

10.1 Part bids i.e. bids for supply of part of the procurements will not be considered for evaluation. Bids for supply of all the three components of the procurement will only be considered. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order and conforms to all the terms, conditions and specifications of the bid documents without any deviations.

The Purchaser will, thereafter check and ascertain whether the bidder fulfils the Eligibility criteria and other requirements specified under ITB Clause 2.0. The Bids submitted by the Bidders who meet the Eligibility Criteria set under ITB Clause 2.0 shall only qualify for consideration and further technical evaluation by the Purchaser.

The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

10.2 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations.

A material deviation, objection, conditionality or reservation is one:

- (i) that affects in any substantial way the scope, quality or performance of the Contract;
- (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; or
- (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids.

The Purchaser may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, as per clause 10.1 of ITB.

Also, if any discrepancy is found between the Hard Copies of the offline documents viz. DD towards cost of bid document & DD towards Bid Security / EMD, Power of Attorney, and scanned copy of same uploaded online, then the online bid may be liable for rejection.

10.2.1: Scoring for Technical Evaluation:

The Technical evaluation committee appointed by DG, FSI will carry out its evaluation applying the evaluation criteria and point system. Each responsive proposal will be attributed a technical score (St.). The technical proposal should score at least **70 points out of 100** to be considered for financial evaluation.

{Refer Section-II point 15.0}

10.3 During bid evaluation, the Purchaser may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or

permitted.

10.4 The bidder shall quote for the individual items mentioned in the Price Bid. The evaluation of the bids shall be done based on the total price as per BOQ XXXX: Schedule of Quantities & Prices of Section-III but quotation of each item is necessary in the financial bid.

10.5 All applicable taxes, duties and levies as mentioned in BOQ XXXX i.e. Schedule of Quantities & Prices of Section-III shall be considered for the purpose of evaluation of bids.

10.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an 'Evaluated Bid Price'. Bid prices quoted by Bidder shall remain unaltered.

10.7 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price which is obtained by multiplying unit price and quantity, or between sub-total and the total price, the unit or sub-total price as the case may be shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure of the unit rates, the unit rates in words will prevail. If bidder does not accept the correction of errors, its bid will be rejected and the Bid Security / EMD will be forfeited in accordance with ITB sub-clause 4.5.

10.8 Scoring for Financial Evaluation:

The evaluation committee will determine if the financial proposals are complete and without computational errors. The lowest financial proposals (Fm) will be given a financial score (Sf) of 100 points. The financial scores of other proposals will be computed as follows $Sf = 100 \times Fm/F$ (Where F is amount of financial proposal).

10.9 Ranking of Bids:

Bids will finally be ranked according to their combined technical (St) and financial (Sf) scores using the formula $S = St \times T\% + Sf \times F\%$. The weight (T%) given to the Technical Proposal is 70%. The weight (F%) given to the Financial Proposal is 30%.

10.10 Technical and Financial evaluation will be done in a composite manner taking into consideration proposal in the bids for all the three components of the procurement.

11.0 Award Criteria & Purchaser's Right to accept any bid and to reject any or all Bids

11.1 The Purchaser reserves the right to accept or reject any bid, or cancel/ withdraw invitation to Bid for any reason including National Defense and security conditions, and annul the Bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Bidder(s), who wish to seek reasons for such decision of cancellation/ rejection, shall be informed of the same by Purchaser unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the State, relation with foreign state or lead to incitement of an offence.

11.2 The Purchaser shall not be bound to accept the lowest or any bid and reserves to itself the right of accepting whole or a portion of any of the bid as it may deem fit, without assigning any reason thereof.

11.3 Canvassing in any form or any approach, official or otherwise, by the Bidder to influence the consideration of his bid shall render the bid liable to summarily rejection.

11.4 Subject to ITB Clause 11.1 and 11.2, the Purchaser shall award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the highest ranked bid, further provided that the Bidder

is determined to be qualified to perform the contract.

11.5 The scoring arrived at in terms of clause 10.0 shall be considered for the comparison and evaluation of the bids. However, for the purpose of award of work, the combined ranking as per clause 10.0 of ITB shall be considered.

12.0 Corrupt, Fraudulent, Collusive or Coercive Practices

It is expected from the Bidders/ Suppliers/ Contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

(a) For the purpose of this provision, the terms set forth below shall mean as under:

(i) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "**Fraudulent practice**" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.

(iii) "**Collusive practice**" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, noncompetitive levels; and

(iv) "**Coercive practice**" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract;

(b) A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices as mentioned above in competing for the contract in question.

(c) The Purchaser may declare a bidder ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices in competing for, or in executing, a contract.

(d) **Banning of Business Dealings:** It is not in the interest of FSI to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. The grounds on which Banning of Business Dealings can be initiated are as follows:

(i) If the security consideration, including questions of loyalty of the Agency to FSI so warrants;

(ii) If the director/owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;

(iii) If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions provided in the Contract;

(iv) If the Agency uses intimidation / threatening or brings undue outside pressure on FSI or its official for acceptance / performances of the job under the contract;

(v) If the Agency misuses the premises or facilities of the FSI, forcefully occupies or damages the FSI's properties including land, water resources, forests / trees or tampers with documents/records etc.;

(vi) If the Agency does not fulfill the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.

(vii) If the work awarded to the agency has been terminated by FSI due to poor performance of the contract in the preceding 5 years.

(viii) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the FSI or even otherwise;

(ix) On any other ground upon which business dealings with the Agency is not in the public interest.

(x) If business dealings with the Agency have been banned by the Ministry of Environment, Forest & Climate Change, Government of India OR any PSU/ any other authority under the MOEF&CC if intimated to FSI or available on MOEF&CC Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing without any further investigation.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

13.0 Check List

(This Check List duly tick marked shall be submitted online with the technical bid. Put page number from your technical bid document against each column for verification)

S. No.	Document Required	Action required	Submitted Please tick (✓)
1.	Notarized copies of Documentary evidences in Support of the qualification criteria as per ITB Clause No. 2.0.	To be uploaded online.	
2.	Cost of bidding document	To be submitted in hard copy and uploaded online.	
	(i) DD amounting to ₹_____ /-		(i)
	Or		Or
	(ii) Notarized copy of valid Certificate towards exemption of Cost of bidding document.		(ii)
3.	Bid Security / EMD	To be submitted in hard copy and uploaded online.	
	(i) DD Amounting to ₹_____ /-		(i)
	Or		Or
	(ii) Notarized copy of certificate towards exemption of Bid Security / EMD.		(ii)
4.	Power of Attorney along with authority of executants.	To be submitted in hard copy and uploaded online.	
5.	ECS Form	To be uploaded online duly filled in.	
6.	PAN - Copy of PAN card	To be uploaded online	
7.	GST - Copy of GST certificate	To be uploaded online	
8.	MSMED declaration as per Performa.	To be uploaded online duly filled in	

S. No.	Document Required	Action required	Submitted Please tick (✓)
9.	Bid Proforma	To be uploaded online duly filled in	
10.	Schedule of Quantities & Prices i.e. Financial Bid (Price Bid) of Section-III	To be filled online	
11.	Copy of Authorized Dealer Certificate from OEM	To be uploaded online duly filled in	
12.	Annexure- A of Section-II	To be uploaded online duly filled in	
13.	Annexure- B of Section-II	To be uploaded online duly filled in	
14.	Annexure- C of Section-II	To be uploaded online duly filled in	

Four Key Instructions For Bidders:

Note: The following **Four Key Instructions for Bidders** must be assiduously adhered to:

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline.
- ii) Register your Organization on <https://moefcc.euniwizarde.com> portal well in advance of tender submission deadline.
- iii) Get your Organization's concerned executives trained on <https://moefcc.euniwizarde.com> portal well in advance of tender submission deadline.
- iv) Submit your bids well in advance of tender submission deadline on portal (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of portal, the fourth instruction is relevant at all times.

Note: Electronic procurement system will not allow any Bidder to place their bids after the expiry of scheduled date & time. FSI/ NIC-CPPP shall not be responsible for any delays/ problems related to bandwidth, connectivity etc., which are beyond the control of the FSI/ NIC-CPPP."

BID PROFORMA

S. No.	Description of information	Replies by the bidder					
1.	Name of the firm	:					
2.	Complete address of Regd./ Head Office	:					
	i) Postal	:					
	ii) Telephone/ Fax	:					
	iii) E-mail	:					
3.	Former name of the Firm (in any)	:					
4.	Type of the firm (Proprietary/ Partnership/ Private Ltd. Co. / Public Ltd. Co.)	:					
5.	Whether MSE or Start-Up (tick in the appropriate box)	:	<table border="1"><tr><td>MSE</td><td>Start-Up</td></tr><tr><td></td><td></td></tr></table>	MSE	Start-Up		
MSE	Start-Up						
6.	Year and place established	:					
7.	Are you registered with any Government/ (if yes, give details)for supply of similar items/ equipment's covered Under the Specifications	:					
8.	Have your company ever been declared Bankrupt (if yes, give details)	:					
9.	Validity period of tender, reckoned from the last date of online bid submission	:	120 days				
10.	Whether all technical particulars, drawings etc., furnished and filled in all schedules, appended to the tender documents.	:					
11.	Rate of Taxes & Duties	:	(Mention here only % rates as applicable)				
	1. Supply:						
	a) GST	:	(%)				
	b) Any other Tax, if any	:	(%)				
	2. Transportation & Insurance Charges:						
	a) GST	:	(%)				
	b) Any other taxes & duties etc.	:	(%)				
12.	Goods & Services Tax Identification No. (GSTIN)	:					

Place: _____

Date: _____

For & on behalf of

Signature : _____

Name : _____

Designation : _____

(of the authorized representative of the bidder)

Official seal of the Company:

Declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006

DECLARATION / UNDERTAKING:

A) I/We confirm that the provisions of Micro, Small & Medium Enterprise are applicable/not applicable to us and our organization falls under the definition of:

- a. - Micro Enterprise
- b. - Small Enterprise
- c. - Medium Enterprise

Please tick in the appropriate option box and attach documents/certificate, if any.

B) I/We also confirm that we are MSEs owned by SC/ST Entrepreneurs (Strike out if not applicable)

C) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(Authorized Representative of Firm)

Declaration Regarding Applicability of Start Ups under Start-Up India Initiative

DECLARATION / UNDERTAKING

A) I/We confirm that the provisions of Start-Up India Initiatives are:

Applicable to us and our organization falls under the definition of Start-Ups.

Not applicable to us and our organization does not fall under the definition of Start-Ups.

Please (tick) the appropriate box [] and attach documents / certificates, if any.

B) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(Authorized Representative of Firm)

DECLARATION

1. I,..... Son/ Daughter/ Wife of
Shri..... ,
Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this
declaration and execute this tender document.

2. I, have carefully read and understood all the terms and conditions of the tender and undertake to abide by
them;

3. The information/documents furnished along with the above application are true and authentic to the best of
my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false
information/fabricated document would lead to rejection of my tender at any stage besides liabilities
towards prosecution under appropriate law.

4. Certified that(Name of the Agency) is a Authorized Dealer of
.....(Name of OEM) for supply of
.....

5. Certified that the agency has not been black listed /security deposit has not been forfeited in case of the
agency during the last five years.

Date:

Signature of authorized person

Full Name:

Place:

Seal

SECTION – II

TERMS AND CONDITIONS OF CONTRACT
(T&C)

Section-II: Terms and Conditions of Contract (T&C)

1.0 Scope of Supply: "Supply, Installation & Commissioning of Total Organic Carbon (TOC) Analyzer"

2.0 Prices, Taxes & Duties:

2.1 Prices shall be Firm and on F.O.R destination basis i.e FSI, Dehradun inclusive of charges for packing, handling, forwarding, transportation, insurance and all applicable taxes and duties.

2.2 Taxes, duties and levies, as applicable twenty eight (28) days prior to deadline for submission of bids, shall be mentioned separately in Price Bid i.e. Schedule of Quantities & Prices (Section-III).

2.3 All taxes & duties mentioned in the Price Bid as per clause 2.2 above shall be paid/ reimbursed against proper invoice as per rules/documentary evidence and restricted to the total amount of Taxes and Duties in Price Bid subject to clause 2.4 below. No other taxes and duties shall be payable / reimbursable by FSI.

2.4 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.

3.0 Transit Insurance:

Transit Insurance shall be borne by the supplier.

4.0 Terms of Payment:

For Indigenous Supplies:

Payment for the equipment or for each delivery will be made to the Supplier on submission of bills in accordance with the laid down procedure, as detailed below:-

85% payment will be released on delivery and satisfactory installation, commissioning and performance of the equipment.

The supplier shall furnish the following certificate:

I / We have personally examined and verified and do hereby certify that the goods in Respect of which the payment is being claimed have been actually dispatched by me us. Under RR No./ B/L No. / Air Consignment Note No. Postal Receipt datedDrawn in favor of the Purchaser which is genuine and mentioned in the Bills and that I/We hold myself / ourselves personally responsible for the correctness of this statement.

I/We further certify that the above mentioned RR No. / Air Consignment Note No. datedhas been forwarded to the consignee mentioned in the contract under registered post acknowledgement due on.

The above certificate is to be signed by a duly authorized person of the firm and he should be the same as signing the bill. His designation and name of the firm on whose behalf he has signed the bill is required to be indicated below his dated signature.

Fifteen percent (15%) of the balance payment will be released within one month after getting necessary training against Bank Guarantee for warrantee period of 36 months.

In addition to his other remedies under the law and these condition, the purchaser shall have a lien on each consignment in respect of which 85% payment has been made to secured repayment on these amount and recovery of any some due from the supplier, should the equipment not be taken over.

For Imported Items:

Procured through authorized agent of Principal Company outside India	Procured through authorized agent of Principal Company in India
Letter of Credit (LC) will be opened for 85% of Cost, Insurance and Freight (CIF) Value	LC will be opened for 100% of CIF Value
85% Through LC	85% will be released on dispatch of material in safe on condition.
15% (in Indian Rupees) to the agent on satisfactory installation and commissioning of the equipment and submission of bank guarantee for warranty period of 36 months.	15% will be released to the agent on satisfactory installation and Commissioning of the equipment and submission of bank guarantee for warranty period of 36 months.

Payment shall be released after receipt and verification of instrument and upon production of following documents:

Detail of Documents:

- i) Invoice in Triplicate
- ii) Inspection Report/ Dispatch Instruction, Test Certificates
- iii) Training
- iv) Insurance Intimation/ Cover (if any)
- v) Warrantee Certificate
- vi) All necessary manuals keys.

In case of MSE:

All the payments for the supplies and/ or services [as applicable] rendered by MSEs (Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be released within forty five (45) days from the day of acceptance*. In case, payment are not released as mentioned above, FSI shall pay the principal amount plus compound interest with monthly rests from the date of immediately following the date agreed upon @ three times of bank rates as notified by Reserve Bank of India from time to time.

* **Day of Acceptance means** - day of the actual delivery of goods or the rendering of services; where any objection is made in writing by the buyer regarding acceptance of goods or services within fifteen (15) days from the date of delivery of the goods or the rendering of services, the day on which such objection is removed by the Supplier.

In case of non-MSE:

All the payments for the supplies and/or services [as applicable] rendered by non-MSEs (non-Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be released within forty five (45) days from the receipt of invoice/ bills from the Contractor/ Supplier complete in all respect. In case, payment are not released as mentioned above, FSI shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 8% (eight percent) per annum.

5.0 Delivery Period:

Delivery of the goods should be made within a maximum of six weeks from the date of placement of purchase order.

Delayed delivery: If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.

6.0 Liquidated Damages:

If the Supplier fails to attain completion of the supply of the material or any part thereof within the prescribed time for completion under clause 5.0 or any extension thereof (due to delays not attributable to the Supplier), the Supplier shall pay to the Purchaser liquidated damages equal to the amount computed @ 1/2 (half) percent per week or part thereof of Contract Price. The aggregate amount of such Liquidated damages shall in no case exceed 5% of the Contract Price. However cost compensation for any time extension shall not be paid.

7.0 Performance Guarantee:

Within 28 days of receipt of Supply Order, the Supplier shall furnish to the Director General, FSI a Performance Guarantee in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as **Annexure-A** herewith for an amount equal to (10) ten percent of the contract price by way of guarantee valid till three months beyond the warrantee period as mentioned in the Supply Order for the due and faithful performance of the contract alongwith the other terms and conditions agreed to.

The Performance Guarantee shall be released after successful completion of the warrantee period. The Performance Guarantee amount will not earn any interest for whatsoever period detained by FSI. Contractor shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Name of the beneficiary: _____
Account No.: _____
IFSC Code: _____
Address of the Bank: _____

8.0 Warranty:

The equipment/ items shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of 36 months commencing upon the setting to work of item. During the Warrantee period the Supplier shall repair/replace the defected items free of cost and no conveyance or any other charges shall be paid. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Supplier in respect of such defects.

Warranty period of THIRTY-SIX calendar months from date of installation of Goods at the FSI site including supply of spare parts during the warranty period.

Performance Guarantee clause: Successful bidder shall furnish an unconditional performance Bank guarantee @ 10% (or higher if decided) of the order value valid for thirty six months.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

The warranty period should be clearly mentioned. The maintenance charges (AMC) under different schemes after the

expiry of the warranty should also be mentioned. The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of any manufacturing, workmanship and poor quality of the components.

After the warranty period is over, Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC) up to next two years should be provided. The charges, if any, for AMC/CMC is to be quoted separately and will not be included in computing the total cost of the equipment.

9.0 Inspection:

Inspection shall be carried out by Authorized representative of purchaser at the works/ premises of the supplier before dispatch of material by the supplier or at site after receipt of material (at Forest Survey of India, Dehradun). Necessary assistance for conducting the inspection shall be provided by the supplier free of cost.

10.0 General:

The Purchaser reserves to itself the right to take over the part or full contract from the Supplier after the award of the Contract or during the execution of Contract without assigning any reason.

11.0 Officer-In-Charge:

Director General, Forest Survey of India shall be Officer-In-Charge of the aforesaid contract.

12.0 Consignee:

Director General, Forest Survey of India, Kaulagarh Road, P.O- IPE, Dehradun – 248 195.

Contact No: +91-135-2754507 Fax No: +91-135-2756139, Email: dqfsi@fsi.nic.in

13.0 Paying Authority:

Assistant Director (Accounts), Forest Survey of India, Kaulagarh Road, P.O IPE, Dehradun – 248 195.

14.0 Court of Competent Jurisdiction:

Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the Local competent Court of Dehradun.

15.0 Manuals and Drawings:

Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.

Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

16.0 Application Specialist:

The bidder should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office. (Ref. to Annexure-B)

17.0 Training of Personnel:

The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment for a minimum period of one week at the supplier's cost.

18.0 Compliance certificate:

This certificate must be provided indicating conformity to the technical specifications. (Annexure-C)

19.0 Pre-Qualification Criteria for Bidders:

(This compliance document duly filled in must be submitted by the bidder with the technical bid. Put page number from your technical bid document against each column in support to the compliance for verification)

S. No	DESCRIPTION	Parameters	Points	Compliance Y/N
1	The responder's average annual turnover should be at least ₹3.00 Crore (Rupees three crores only) during the last three years. The turnover refers to a company and not the composite turnover of its subsidiaries /sister concerns etc.	>= 3 crore	10	
		<3 crore	5	
2	Preferably the firm should be an OEM of Analytical Grade TC Analyzer. Proof – Factory details & ISO certification for manufacturing of electronics products in India. ISO certificate provided by dealer is also admissible.	Yes	5	
		No	0	
3	Minimum supply of 5 nos. of TC Analyzer to State Govt. or Central Govt./ Govt. aided Institutes/ Organizations in the last three years. (Documentary evidence as in Work Order/ Work Certificate / Proof of Supply documents to be provided)	>= 5	10	
		< 5	5	
4	Fully Windows based PC controlled TC analyser for measurement of TOC, and TC for solid samples. Solid samples include leaves, part of stem, part of root etc. automatically.	Complied	15	
5	The TC analyser should be able to detect the Carbon content automatically for more than 50 samples in a single batch process	>= 50	10	
		< 50	5	
6	High temperature combustion is necessary (more than 1000 °C) to ensure complete combustion of all type of samples.	>=1000 °C	10	
		<1000 °C	5	
7	Certification: Minimum ISO Certification in Electronics goods servicing.	Yes	5	

S. No	DESCRIPTION	Parameters	Points	Compliance Y/N
	Proof – Copy of valid certification	No	0	
8	The firm should have CMMi level III certification or higher (desirable)	Yes	5	
		No	0	
9	The analyser is required an automatic calibration method from just one stock solution by means of different injection volumes	Automatic	10	
		Manual	5	
10	Vendor should quote with Synthetic Air Gas Cylinder of 99.99% purity with 01 (one) regulator, 03 (three) 1 ml pipettes and 01 (one) precision balance, 01 (one) Windows PC loaded with Carbon analysing and post-processing software with relevant hardware accessories for the said PC.	Yes	10	
		No	0	
11	A complete working demonstration of the Carbon Analyzer Instrument is required from the vendor, as a part of Technical Evaluation.	Yes	10	
		No	0	
	Total Points		100	

ANNEXURE-A

BANK PERFORMANCE GUARANTEE

Bank Guarantee

(To be stamped in accordance with Stamp Act if any, of the Country of the issuing Bank)

Bank Guarantee No.

Date

To,
[Purchaser's Name & Address]

Dear Sirs,

In consideration of the ...[Purchaser's Name] (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s [Supplier's Name] with its Registered/Head Office at..... (hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Purchaser's Letter of Acceptance No. dated and the same having been acknowledged by the Supplier, for [Contract sum in figures and words] for[Name of the Supply] and the Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*)..... of the said value of the aforesaid supply under the Contract to the Purchaser.

We..... [Name & Address of the Bank] ... having its Head Office at (hereinafter referred to as the Bank, which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Supplier to the extent of (*) as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till[days/month/year] whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantees issued by the Bank, utilizing the credit limit of M/S.....(Name of contractor) and also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in

the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee the Purchaser may have in relation to the Supplier's liabilities.

i) Our liability under this Bank Guarantee shall not exceed

ii) This Bank Guarantee shall be valid up to

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Purchaser serve upon Bank a written claim or demand

on or before @.....

Dated this day of 20... at.....

WITNESS

1

(Signature)
(Name)
(Official Address)

2

.....
(Signature)

(Name)
(Official Address)

Signed for and on behalf of the Bank

(Signature)
(Name)
(Designation with Bank Stamp)

Attorney as per Power
of Attorney No.
Dated.....

Communication address of the Bank

Name of the contact person

Tel. No. Fax No.

Email:

Notes: 1. (*) This sum shall be ten percent (10%) of the Contract Price denominated in the types and proportions of currencies. (@) This date will be Ninety (90) days beyond the warrantee period as specified in the Contract.

2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

3. Vendor's stamp with full details i.e. name of the Purchaser in whose favour this stamp paper has been purchased should invariably be mentioned on the back side of the stamp paper.

4. Bank Guarantee is required to be submitted directly to the Purchaser by the issuing bank (on Behalf of the Supplier) under the registered post (A.D.). The Supplier can submit an advance copy of Bank Guarantee to the Purchaser. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Supplier directly to the Purchaser and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Purchaser, with a forwarding letter.

TECHNICAL SPECIFICATION

Para of Tender Enquiry Specification	Specification of Equipment offered	Compliance to specification whether Yes/No	In case of Non-compliance or deviation from specification (To be indicated clearly)
1	2	3	4

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages .

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

SECTION – III

SCHEDULE OF QUANTITIES & PRICES

Tender Inviting Authority: Director General, Forest Survey of India, Kaulagarh Road, P.O IPE,
Dehradun – 248 195

Description of the Supply: Supply, Installation & Commissioning of Total Organic Carbon (TOC)
Analyzer

Tender Specification No: _____ **Dated:** ____/____/2020

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

S. No.	Item	Quantity	Unit Price (in Rs.)	Total Amount (in Rs.)
1	2	3	4	5
1	Supply of Total Organic Carbon (TOC) Analyzer including Installation & Commissioning	1 (Numbers)		
Total in Figures				
Quoted Rate in Words				

Note:

1. All applicable taxes & duties including GST, other levies and charges etc. should be mentioned clearly.
2. It is hereby confirmed that, except as otherwise stipulated in the tender Specification and statutory variations permitted as per the contract, the above unit rates and other charges as mentioned in this schedule, will remain firm till the subject supplies are completed. Further, it is confirmed that no other charges would be payable by FSI, in connection with our execution of the resultant Purchase Order.
3. The "Contract Price" shall mean the total price mentioned in col. 5.
4. No price split will be entertained.

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITON OF CONTRACT:

1. As per the supply schedule, the firm shall at its own cost send its representative to Forest Survey of India, Kaulagarh Road, P.O IPE, Dehradun - 248195 for demonstration of operation of product. The payment shall be processed only after successful demonstration of product at site.

PART - II

TECHNICAL SPECIFICATIONS AND DETAILS

Procurement of Total Organic Carbon (TOC) Analyzer including Supply, Installation & Commissioning

1. About FSI

Forest Survey of India (FSI) is an organization under the Ministry of Environment & Forests, Government of India. Its principal mandate is to conduct survey and assessment of forest resources in the country.

It started as an organization called Pre- Investment Survey of Forest Resources (PISFR) in 1965 as FAO/UNDP/GOI Project. The changing information needs resulted in enlarging the scope of activities of PISFR and it was re-organized as Forest Survey of India in 1981. Details of the two main activities of FSI are given in the following links.

1.1. National Forest Inventory

Details given at the link (<http://fsi.nic.in/about-forest-inventory>)

1.2. Forest Cover Mapping

Details given at the link (<http://fsi.nic.in/introduction>)

Apart from the above, FSI is engaged in large number of activities of geo-spatial applications and ground based field inventory for monitoring and assessment of forest resources at the National and State levels.

2. About the Procurement

Total Organic Carbon (TOC) Analyzer for the determination of organically and inorganically bound carbon in solids. General features of Total Organic Carbon (TOC) Analyser for solid samples are as follows.

- ❖ **Measurement modes:** Fully PC controlled TOC analyser for measurement of TOC as well as TC and Direct determination of TOC or as difference from TC/TIC measurements should be possible.
- ❖ **Oxidation method:** High temperature combustion at min. 900°C and above to ensure complete combustion of all type of samples.
- ❖ **Measuring range:** Wide detection range of 0-100%
- ❖ **Detection range:** Minimum 0.5 mcg
- ❖ **Automatic calibration** from just one stock solution by means of different injection volumes.
- ❖ **Wide range NDIR or TCD detector** with extreme linearity over the whole working range.
- ❖ Instrument control and data collection through windows based software with LIMS possibility.
- ❖ Sufficient consumables to analyse at least 1000 samples in solid mode.
- ❖ Matrix separation system for long, uninterrupted operation even with difficult samples.
- ❖ Maintenance-free, 3-step condensing system for effective gas drying.
- ❖ Integrated maintenance software with free selectable cleaning cycles, automatic leak test, sleep/wakeup function, real-time control of all instrument parameters like pressure, temperature, gas flow, Advanced mathematical post processing functions like statistical evaluation, automatic or manual peak integration, direct data export to MS Excel.
- ❖ Nominal voltage: 230 / 110 VAC, 50/60 Hz.
- ❖ Vendor should quote for Synthetic Air Gas Cylinder of 99.99% purity with regulator- 1 No.
- ❖ Prices should be quoted for FSI, Dehradun in Indian Rupees (INR).

3. Delivery schedule:

Delivery of the goods should be made within a maximum of six weeks from the date of placement of purchase order.

4. Minimum Technical Specification of the TOC Analyzer:

(This compliance document duly filled in must be submitted by the bidder with the technical bid. Put page number from your technical bid document against each specification column in support to the compliance for verification)

S No	Features	Specification	Compliance (Y/N)
A	Analyzer		
1.	Concentration analysis of	TOC, and TC	
2.	Operating modes	Solids	
3.	Design	Compact benchtop with single power supply	
4.	Sample introduction	Stepper-motor controlled auto-sampler	
5.	Furnace design	High temperature furnace, 10 years warranty	
6.	Detector type	Wide-range IR detection (CO ₂)/TCD	
7.	System control	Fully digital via external PC (no additional control panel required)	
B	Sample Introduction		
8.	Solid sampling system	Solid sampling system : automatic with 60 or more positions	
C	Furnace		
9.	Type	Resistive heater element with 900 °C and above	
10.	Control	Automatic power output adjustment (no hardware change required)	
11.	Combustion reactor	Quartz tube long life design with separated combustion and reduction tube	
12.	Ash removal	Quartz easy removal ash finger	
13.	Reactor stability	No need for cooling down during routine maintenance	
14.	Carrier gas	Synthetic air or oxygen	
15.	Connections	Quick swap clamp connections for fast changing with no tools required	
16.	Recovery rate	100 % according to high combustion temperature	
D	Detectors/electronics		
17.	Type	IR detector / TCD for wide measuring range	
18.	Calibration	Multipoint, multirange, matrix-independent calibration, unlimited number of calibration sets	

S No	Features	Specification	Compliance (Y/N)
19.	Analysis time	~ 3/4 min per parameter, self-optimizing according to element content and sample weight	
20.	Electronics	Fully digital, fully integrated in unit, no external control panels	
21.	Security norms	EU machinery directive 2006/42/EG	
E	Software		
22.	Operating system	Windows® 10, Windows® 8, Windows® 7, minimum XP, other systems upon request	
23.	Analyzer software	Software by the manufacturer	
24.	Features	<ul style="list-style-type: none"> • Automatic leak finding software • Error indicator • Auto sleep and wake-up • Statistical calculations • Indication service cycle • LIMS integration • 21 CFR part 11 compliant* • Comprehensive documentation for fast part identification 	
25.	Data Storage	Non manipulated storage of experimental raw data and peak graphics	
26.	Warranty	Calibration Certificate and 3 Years Comprehensive Warranty	